

REQUEST FOR PROPOSAL

RFx – 3180001731 / 3120002411

TO PROVIDE: FOR THE PROCUREMENT OF VIDEO PRODUCTION SERVICES

ISSUE DATE: April 15, 2022

CLOSING LOCATON

Mississippi Public Broadcasting

3825 Ridgewood Road

Jackson, MS 39211

RFP COORDINATOR

Alicia Harris, CFO

Telephone: (601) 432-6770

E-Mail: alicia.harris@mpbonline.org

CLOSING DATE AND TIME

Proposals must be received by 10:00 a.m. (CST) on May 2, 2022



Mississippi Public Broadcasting

VIDEO PRODUCTION SERVICES (RFx: 3180001731 / 3120002411)

Mississippi Public Broadcasting
3825 Ridgewood Road
Jackson, MS 39211
April 15, 2022

1. General Information

- 1.1. In accordance with the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West St-Suite 701E, Jackson, Mississippi, 39201 for inspection or downloadable at www.dfa.ms.gov. Mississippi Public Broadcasting (MPB) will receive written sealed proposals for the video production services described in the following specifications. Contractor shall understand that any eventual contract resulting from this Request for Proposals, shall be governed by the above referenced Mississippi Public Procurement Review Board Office of Personal Service Contract Review rules and regulations.
- 1.2. Written sealed proposals must be received no later than 10:00 a.m. (Central Time) on Monday, May 2, 2022. Proposals will be opened in Room 1024 At MPB. Any proposal received after the time and date set for receipt of proposals is late. Any withdrawal or modification of a proposal received after the time and date set for opening of proposals at the place designated for opening is late. No late proposal, late modification, or late withdrawal will be considered unless receipt would have been timely but for the action of State Personnel directly serving Mississippi Public Broadcasting. Offerors submitting late proposals, which shall not be considered for award, shall be so notified as practicable.
- 1.3 The Request for Proposal (RFP) coordinator is as listed below and any questions concerning the RFP document, or the RFP process, must be submitted in writing:

Alicia Harris
Mississippi Public Broadcasting
3825 Ridgewood Road
Jackson, MS 39211
601-432-6770
Alicia.harris@mpbonline.org

- 1.4 The term of the awarded contract shall be for a fourteen (14) week period for the services as specified in this request for proposal. The estimated start date for this contract shall be May 9, 2022 and final end date is projected to be August 11, 2022.

- 1.5 Mistakes in Proposals. Mistakes in proposals submitted shall be determined and resolved as specified in paragraph 3-202.12 of the Mississippi Office of Personal Services Contract Review Procurement Regulations.
- 1.6 Proposal Modification and Withdrawal. Proposals may be modified or withdrawn by written notice received in the MPB Business Office prior to the time and date set for proposal opening.

2. Purpose/Background/Scope

2.1 Purpose

Mississippi Public Broadcasting seeks to contract with one vendor to produce a broadcast quality video based on the book *Mind in the Making* by Ellen Galinsky, utilizing a shooting script provided by MPB.

2.2 Background

- A. Mississippi Public Broadcasting (MPB) is the business name of the Mississippi Authority for Educational Television, an agency of the State of Mississippi. The organization was founded in 1969 and has been in continuous operation since 1970. MPB's offices and studios are located at 3825 Ridgewood Road, Jackson, MS 39211.
- B. MPB is composed of several departments creating and disseminating content over various media. The Television, Radio, Digital, and Education departments are supported by the Technical Services, Business, and Human Resources departments.
- C. MPB programming focuses on the people, resources and attractions that reflect Mississippi's unique culture and diverse heritage. Children's educational television programs constitute a major portion of the daytime and weekend morning schedules. MPB provides a valuable resource to Mississippians in providing time-sensitive information as part of the state's emergency preparedness and response system. Every weekday, MPB News produces 11 newscasts dedicated to Mississippi stories.
- D. In addition to its own productions, MPB provides listeners and viewers content from national media organizations, namely PBS and NPR.
- E. Since 1970, MPB has won more than 400 national, regional, and statewide awards, including Emmy®, Edward R. Murrow and Parents' Choice® Awards.

2.3 Scope

- A. The winning vendor will produce a broadcast quality television program, approximately one hour in length, and seven related, shorter, web videos, based on the book *Mind in the Making* by Ellen Galinsky, utilizing a script provided by Mississippi Public Broadcasting.
- B. The vendor will be responsible for contracting the on-screen performers and securing talent releases allowing unrestricted use of the programs.

- C. As part of the proposal, the vendor will provide a detailed budget and production schedule to MPB, detailing the phases of the project from pre-production planning, casting, and location scouting, through principal photography and animation, and finally post-production with editing and graphics creation.
- D. Once the proposed allocation of the budgeted funds and the production schedule are approved by MPB, the winning vendor will execute these plans, providing all customary production services for broadcast quality television, except for final color correction, final audio mixing, and closed captioning, which will be performed by MPB.
- E. The final product will meet the high technical, aesthetic, and educational standards required for national broadcast on PBS stations, as determined by MPB. (More details about technical specifications are contained in Section 5 of this document.)

2.4 Period of Performance

Vendor shall provide required services for a fourteen (14) week period beginning approximately May 9, 2022 and ending approximately August 11, 2022.

3. **Definitions**

- 3.1 RFP - Request for proposal
- 3.2 Offeror - An individual or company that submits or intends to submit a proposal in response to this "Request for Proposal"
- 3.3 MPB – Mississippi Public Broadcasting
- 3.4 Must/Mandatory/Required - A requirement that must be met in order for a proposal to receive consideration
- 3.5 Contract - The written agreement resulting from this "Request for Proposal" executed by MPB and the contractor
- 3.6 Solicitation - The request for proposal or any part thereof.
- 3.7 Contractor - An individual or company with which a written agreement is executed.

4. **Terms and Conditions**

- 4.1 It is the intent of MPB to procure professional video production services and a completed video as described in Section 5 of this document. Contract awards shall be a definite quantity contract as defined by paragraph 3-501.05.1 of the Mississippi Office of Personal Service Contract Procurement Regulations and therefore quantities of MPB Service requirements will be considered definite, with a specific quantity of services guaranteed.

- 4.2 Failure to closely examine the script provided, and to carefully review and understand the required technical standards will be at offeror's risk. It shall be incumbent upon the offeror to understand the specifications.
- 4.3 If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person, offerors are cautioned that any oral or written representation made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the MPB RFP Coordinator. For determination as to whether any representation made requires that an amendment be issued, contact the RFP Coordinator.
- 4.4 It is the intent of the specifications to obtain a product and/or service that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. It is the responsibility of the prospective offeror to notify Mississippi Public Broadcasting if the specifications, terms, or conditions are formulated in a manner that would unnecessarily restrict competition.
- 4.5 The minimum specifications stated herein are used to set a standard and in no case are used with the intention to discriminate against any prospective offeror.
- 4.6 Only one proposal per offeror. This means that only a single proposal will be accepted from each offeror. Alternate proposals unless specifically requested will not be considered.
- 4.7 Prices proposed shall be firm **fixed prices that shall be firm for the full length of the contract.** Adjustments will only be allowed for additional services being added by MPB or services being discontinued by MPB at the same fixed unit prices as originally offered and accepted. No other price adjustments will be allowed during the term of the contract.
- 4.8 Invoices are to be billed to:
- Mississippi Public Broadcasting
Attn: Accounts Payable
3825 Ridgewood Road
Jackson, MS 39211
- 4.9 No proposal shall be altered or amended after the final specified time for opening proposals. Request for proposals and modifications or corrections thereof received after the **final** closing time specified will not be considered.
- 4.10 No proposal amendment will be issued within a period of five (5) working days prior to the time and date set for a proposal opening. Should it become necessary to issue an amendment within the five (5) day period prior to a proposal opening, the proposal opening date will be reset giving offerors sufficient time to answer the amendment.
- 4.11 Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment

must be received by Mississippi Public Broadcasting by the time and at the place specified for receipt of proposals.

- 4.12 If purchase orders or contracts are canceled because of the awarded offeror's failure to perform or request for an unspecified price increase, that vendor shall be removed from our vendors list for a period of no less than twenty-four (24) months.
- 4.13 The offeror understands that Mississippi Public Broadcasting is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the Contractor agrees during the term of the agreement that the offeror will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- 4.14 It is expressly understood and agreed that the obligation of MPB to proceed under any eventual agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the state, the state shall have the right upon ten (10) days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the state of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 4.15 Mississippi Public Broadcasting reserves the right to reject any and all proposals in whole or in part. MPB also reserves the right to cancel the solicitation in whole or in part when it is determined that such action is in the best interest of MPB. Also, the right is reserved to waive minor informalities which do not affect the price, quantity, quality, delivery, or contractual conditions of the services being procured. If the offeror fails to state the time within which proposals must be accepted, it is understood and agreed that Mississippi Public Broadcasting shall have **sixty (60) days** from the proposal opening day to accept and issue an intent to award.
- 4.16 It is the intent of MPB to procure only the products and services that meet the minimum standards stated herein. Alternates will be considered only if deviations to those standards are fully substantiated and submitted by potentially responsive sources denoting their equality to standards proposed, along with adequate documentation, including specifications, design details along with proposal for evaluation and approval.
- 4.17 All products and services proposed must equal or exceed specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning only the best commercial practices are to prevail and that only first quality services, materials and workmanship are to be used. All equipment proposed, if applicable, shall be new and of current production, latest design, and construction.

- 4.18 Proposal openings will not be conducted open to the public. They will serve only to open the proposals. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the proposal opening.
- 4.19 The successful offeror will ensure that any written material prepared by the offeror in response to any eventual agreement shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved by the designated MPB Project Officer, and shall be submitted in a draft form for advance review and comment by the project officer. The cost of correcting grammatical errors or other revisions required to bring written materials into compliance with the solicitation requirements shall be borne by the successful offeror. This requirement applies to written material (reports, letters, and memos) produced by the successful offeror after an award has been made and an agreement has been executed.
- 4.20 The successful offeror will, upon termination of agreement, on the date agreed upon by both parties, disconnect, disassemble, crate, insure and ship all owned equipment, covered by any eventual agreement, to a destination designated by the owner at no cost or expense to Mississippi Public Broadcasting.
- 4.21 Mississippi Public Broadcasting accepts no responsibility for any expenses incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.
- 4.22 The offeror should mark any and all pages of the proposal considered to be proprietary information. Any pages not marked accordingly will be subject to review by the general public after award of the contract. Request to review the proprietary information will be handled in accordance with applicable legal procedures. Section 25-61-9 and 79-23-1 of the Mississippi Code shall be used in determining proper procedures for this paragraph.
- 4.23 The offeror agrees that submission of a signed proposal form is certification that the offeror will accept an award made to it as a result of the submission.
- 4.24 Before submitting a proposal, each offeror shall make all investigations and examinations necessary to ascertain requirements affecting the full performance of the contract and to verify any representations made by MPB upon which the offeror will rely. If the offeror receives an award as a result of its submission, failure to have made such investigations and examinations will in no way relieve the offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contract for additional compensation.
- 4.25 MPB may conduct discussions with offerors after proposals are classified. Those offerors that submit proposals that are classified as acceptable or potentially acceptable may be scheduled for discussion or MPB may choose to accept proposals without discussions. Discussions will be held to promote understanding of MPB requirements and the offeror's proposal, facilitate arriving at a contract that will be most advantageous to MPB taking into consideration established evaluation factors; and to determine in greater detail Offeror's qualifications.

- 4.26 Mississippi Public Broadcasting shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project services covered by the agreement resulting from this RFP, except for the Offeror's internal administrative and quality assurance files and internal project correspondence. The Offeror shall deliver such documents and work papers to MPB upon termination or completion of agreement. The foregoing notwithstanding, the Offeror shall be entitled to retain a set of such work papers for its files. Offeror shall be entitled to use such work papers only after receiving written permission from MPB and subject to any copyright protections.
- 4.27 Offerors taking exception to any part or section of the solicitation (RFP) shall indicate such exceptions in their proposal. Failure to indicate any exception will be interpreted as the Offeror's intent to fully comply with the requirements as written. Conditional or qualified offers, unless specifically allowed, shall be subject to rejection in whole or in part.
- 4.28 Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated 71-11-1. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification, or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or both. (3) In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit to do business in the State.
- 4.29 The contract shall be governed by and construed in accordance with laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The contractor shall comply with applicable federal, state, and local laws and regulations.
- 4.30 Stop Work Order.
- (1) Order to Stop Work: The MPB Executive Director, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the contractor unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon

receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MPB Executive Director shall either:

- (a) cancel the stop work order; or,
- (b) terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract.

(2) Cancellation or Expiration of the Order: If a stop work order is issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contractor price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in Contractor's properly allocable to, the performance of any part of this contract; and,
- (b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the MPB Executive Director decides the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work: If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

- 4.31 Offerors shall be registered with the Mississippi Secretary of State's Office as a Business Provider in good standing to provide services in the State of Mississippi.
- 4.32 The eventual contract awarded as a result of this RFP must be approved by the Mississippi Public Broadcasting Board of Directors.
- 4.33 Offerors must be registered as a vendor with Mississippi's Accountability System for Government Information and Collaboration (MAGIC) prior to submission of a proposal. Offerors may email the MAGIC Help Desk at mash@dfa.ms.gov or call (601) 359-1343 for assistance with registering in MAGIC or submitting a proposal through the MAGIC system. MPB requires that Offerors submit a proposal online through MAGIC or submit paper copies as required in section 6 directly to MPB.
- 4.34 This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated 25-61-1 et seq., and Mississippi Code Annotated 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code

Ann. 27-104-151 et. seq. Unless exempted from disclosure due to a court- issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

- 4.35 It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
- 4.36 An offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. Mail or electronic submission. The written request must be received by the MPB Executive Director within three (3) business days of notification of the contract award. A post-award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing typically occurs within three (3) business days of receipt of the request. If an offeror prefers to have legal representation present, the offeror must notify the MPB Executive Director in writing and identify its attorney by name, address, and telephone number. MPB will schedule and/or suspend and reschedule the meeting at a time when a Representative of the Office of the Mississippi Attorney General can be present. For additional information regarding debriefing, as well as the information that may be provided and excluded, please see section 7-114 through section 7-114.07 of the Mississippi Personal Service Contract Review Board Rules and Regulations.
- 4.37 It is expressly understood and agreed that the obligation of Mississippi Public Broadcasting to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MPB, MPB shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to MPB of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 4.38 The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

5. Service Requirements

5.1 Prepare a written proposal detailing a plan for the management and timely production of the video project described below:

- A. The proposed contractor agrees to produce a professional, broadcast quality video, 56:46 in duration, based on a script provided by Mississippi Public Broadcasting. (See Exhibit A) The script is based on the book *Mind in the Making* by Ellen Galinsky.
- B. The video will consist of an opening segment and seven (7) topical segments. Each of these seven segments will function as a standalone, shorter video, and must be produced for this purpose.
- C. The proposal will include a detailed, line-item budget conforming to professional video production standards; a proposed shooting schedule; and an overall timeline for completing the project no later than July 31, 2022. The timeline should include timeframes for Pre-Production, including Casting and Location acquisition; On-Location and/or Studio Production; Animation (as described in the script); and Post-Production.
- D. Recommended casting and locations strategies are attached. (See Exhibit B) Proposals may include alternate approaches for casting and locations. If so, these approaches should be explained in detail. Shooting is not required to occur in the state of Mississippi.
- E. The contractor will provide all customary professional video production services, except for final color correction, final audio mixing, and closed captioning, which will be provided by MPB.
- F. The proposal will include background information and professional credits on the company principals and all key figures in the production process, including producers, directors, key videographers, key audio operators, animators, and editors. Web links to examples of their work, with their roles on these productions clearly explained, are strongly encouraged.
- G. The proposal should detail any past experience of the team members creating educational programming.
- H. The proposal will describe in detail the cameras, audio recording devices, and editing systems to be used in creation of the video. (More information on technical specifications may be found under 5.3)

5.2 During the period of the contract, the contractor will abide by the conditions described below:

- A. The contractor will be responsible for hiring professional, or professional quality, hosts and actors (on-screen talent) for the video, as dictated by the script. Payments to this on-screen talent must constitute complete and final payments, with no royalties or

residuals or other payments of any kind due. MPB-approved talent release forms should be used, stating the above limitations clearly. The use of the on-screen talent's images and voices must not be restricted in any way, based on time of use, geographic area, or any other limiting factor.

- B. The contractor will submit the proposed on-screen talent to MPB, with resumes and audition tapes if available. MPB will respond in a timely way and not withhold approvals unreasonably.
- C. MPB will review the work of the proposed animator(s) and the proposed animation style. MPB will respond in a timely way and not withhold approvals unreasonably.
- D. The contractor will agree to weekly communication with MPB's designated production coordinator, which will include reviews of footage, animation, editing, and any other facets of the production deemed necessary for review by MPB. MPB may request revisions as determined necessary.
- E. Footage for review should be delivered in a review format allowing MPB to add notes in the timeline.
- F. Any changes to the script proposed by the contractor must be approved in advance, in writing, by MPB. MPB will only consider alterations to the script that improve the educational messaging and aesthetic quality of the video.
- G. Any changes to the approved production schedule, allocation of budget, casting, visual style, or animation, may only be made if expressly approved in advance, in writing, by MPB.
- H. Upon termination or completion of the contract, the contractor will deliver to MPB all talent and location agreements, and any other production-related documents MPB requests.

5.3 The contractor's work will meet the following technical specifications:

- A. Footage must be recorded or transcoded to ProRes 422 or DNxHD (DNxHR if 4K) and files renamed using naming conventions provided by MPB.
- B. Editing will only be acceptable in one of the following professional editing software suites: Adobe Premiere, Avid, or Final Cut Pro.
- C. Edit sequences must be conformed before delivery to MPB Post-Production to the following standards.
- D. Resolution must be 1920x1080 at 29.97 FPS progressive.
- E. Any media larger than 1920x1080 must be set to frame size before resizing, not scaled

to frame size. Any media filmed in a frame rate higher than 29.97 FPS must be conformed and edited into a 29.97 FPS sequence. Any media filmed under 29.97 FPS is unacceptable.

- F. Sequence formatting must be delivered as follows. All A-roll on video track 1, B-roll on tracks 2/3/4 (if necessary to use all three tracks), and graphics on track 5.
- G. Audio must be delivered with no more than eight mono tracks, with the odd tracks panned left and the even tracks panned right. Tracks 1 and 2 are dialogue; tracks 3 and 4 are nat-sound; tracks 5 and 6 are nat-sound, SFX, or music; tracks 7 and 8 are music.
- H. When delivering final media MPB Post-Production requires the following file types: If editing in Avid, an AAF file; if editing in Final Cut Pro, an XML file; and if editing in Adobe Premiere, the Premiere project file.
- I. Before delivery all media must be properly consolidated with the final project, with verification that no media is missing or corrupted.

5.4 The contractor additionally agrees to the following:

- A. Contractor shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the United States Government and any political subdivisions thereof, the State of Mississippi, or any County, Municipality, Board, Department, Commission, or political subdivision thereof, by reason of and directly connected with the performance of said contract or any part thereof as provided by any Federal Code, Mississippi Code or any applicable statute or other authority for the full duration of this contract.

5.5. Offerors shall sign and return, with proposal, the Certifications and Assurances form provided as Exhibit C.

6. Proposal Format

6.1 All proposals should be divided into three sections: (1) Technical; (2) Price; (3) Management.

- A. Technical proposals should include detailed descriptions of the following:
 - i. Ability to demonstrate a clear understanding and grasp of the project objectives listed in Section 5.
 - ii. Provide a detailed line-item budget and detailed production timeline.
- B. Price proposals should include detailed descriptions of the following:
 - i. Funds for this project have been provided to MPB by a grant. The grant requires that all of these funds be used for the video production. Therefore, each offeror's total project budget should total \$120,000.

- ii. Provide a plan to utilize the total available dollars efficiently to yield the best possible finished program.
 - iii. The producers' personal fees should be reasonable by professional standards, and for the scope of this project.
- C. Management proposals should include detailed descriptions of the following:
 - i. Producers' and production team's past experience demonstrating their capacity to succeed with this project.
 - ii. Producers' experience in creating educational content and/or working with public television.
 - iii. Detailed proposed schedule, which should allow sufficient time to complete each phase of the production.
 - iv. Producers plan to use equipment adequate to complete the project at a high degree of quality.
 - v. Producers' commitment to diversity in hiring and casting.
- 6.2 Offeror shall submit proposal copies in individual folders or report covers. **For both the Technical and Price sections, the vendor shall ensure that their company name, logo or other identifying information and markings are only included on the cover page of the proposal and no other pages to help facilitate blind evaluation of proposals as required by State of Mississippi Office of Personal Service Contract Review Rules and Regulations. Failure to comply with this requirement may result in rejection of proposal.**
- 6.3 If submitting written proposals, offerors must submit one (1) signed copy of the proposal in a **sealed** envelope with offeror's name and address on outside of envelope. Offeror must also write the time (10:00 a.m.), date of the proposal opening (**May 2, 2022**), proposal file number (RFx 3180001731 / 3120002411), and proposal title (***Mind in the Making Video Production Services***) on the outside lower left corner of the envelope.
- 6.4 Offeror must submit summary pricing on the proposal pricing form provided in the proposal package as Exhibit D. Pricing shall be submitted as part of the proposal. Pricing submitted shall be fixed and firm for the entire fourteen (14) week contract period.
- 6.5 The following response format will be used for **all** submitted proposals:
 - A. Offeror must provide a title page showing RFx number, offeror's name and address, offeror's telephone number, offeror's principal place of business, and name of offeror's primary contact person.
 - B. A cover letter of introduction signed by the person or persons authorized to sign on behalf of, and bind the offeror to, statements made in the proposal.
 - C. Table of contents including page numbers.

- D. A detailed plan describing how the services will be provided. Offeror should discuss any needed company expansion that would be required to handle the services.
- E. Offeror must describe successful experience in providing professional video production services, particularly in the area of long form, educational content. Offeror shall include documentation of successful project management and production services, indicating a likelihood of success in fulfilling the requirements of this project. (See Section 6.1 for details.)
- F. Offeror will provide at least three (3) references for contracts to provide services of similar size and scope to those specified in this RFP, which are within the most recent five (5) year period. References shall include the name referenced organization, telephone number and name of a person most familiar with the offeror's performance under the cited contract and the date service was last provided.
- G. Offeror shall provide a brief resume, citing abilities, qualifications, and experience, of all personnel who would be assigned to provide the required services. Offeror should describe planned duties and responsibilities of each person.
- H. Offeror shall also include a brief resume of experience of key members of the offeror's company and production team, to include information about any previous worked performed with on similar video production projects.
- I. Offeror must indicate any exceptions to the terms and conditions, and any other requirements in the RFP. Offeror shall understand, however, that such exception may cause their proposal not to be considered in whole or in part for award.
- J. Offeror should provide any additional information determined to be beneficial in the evaluation of offeror's response.
- K. Offeror should use the pricing form (Exhibit D) provided to show total proposed cost to provide services. Pricing provided in the proposal is subject to negotiation if offeror's proposal is determined to be acceptable. Revised pricing may be submitted, by the offeror in their final proposal if a final proposal is required by MPB.

7. Evaluation Procedures

- 7.1 Proposals will be evaluated and classified into one of three categories for the purpose of holding discussions, if required, with offerors. Those categories are acceptable, potentially acceptable, and unacceptable. This evaluation will be based on minimum mandatory criteria that all proposals must meet in order to receive further consideration (See Section 10). Contractors who submit proposals determined to be unacceptable will be notified, in writing, promptly and the notice will include the reason(s) for the proposal being declared unacceptable.
- 7.2 After proposals are categorized those offerors that have submitted proposals that are reasonably susceptible of being selected for award may be scheduled for discussions for the purpose of promoting understanding of MPB requirements and offeror's proposal, facilitate arriving at a contract that will be most advantageous to MPB taking into consideration established evaluation factors; and to determine in greater detail Offeror's qualifications. MPB

may choose to accept proposals without further discussion. Offerors shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after initial submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.

- 7.3 Proposals determined to be acceptable shall be evaluated against weighted criteria to determine if the proposals meet the needs of MPB. The evaluation will be conducted, minimally, by a committee of three (3) MPB employees. Each committee member will use the designated rating form to rate each offeror and then a cumulative total of overall ratings will be taken to determine a final score and the vendor with the overall highest rating will be awarded the contract. See Rating Form Exhibit E.
- 7.4 All proposals will be evaluated with 45% allocated to the price category. 35% is based on the \$120,000 total budget given. All bidders will receive the full 35%. The other 10% of evaluations of pricing will thus be based on how this fixed amount of funding is allocated in the production budget, rather than on a comparison of different bid amounts.

8. Minimum Mandatory Criteria

- 8.1 All proposals must meet the following minimum criteria in order to receive further consideration:
 - A. Proposal must be submitted in writing or electronically via MAGIC.
 - B. Proposal must be submitted in the designated format.
 - C. Proposal must be divided into three sections as required.
 - D. One copy of the proposal must be submitted (if submitted in writing).
 - E. The proposal must be signed by the person(s) authorized to sign on behalf of and bind offeror.
 - F. The proposal must be received at the designated location by 10:00 a.m. central time on the specified closing date.
 - G. The proposal is submitted in a properly sealed envelope which contains the required proposal information on the outside of envelope.
 - H. The proposal contains required reference information to include contact and telephone number.
 - H. The proposal plan is detailed and addresses all required services.

9. Evaluation Criteria

The following criteria shall be used to evaluate all responsive Offerors. These criteria are the only criteria that will be used to make a determination of points utilized in contract award.

- 9.1 Ability to demonstrate a clear understanding and grasp of the project objectives. 5 Points (Important)
- 9.2 The plan includes a detailed line-item budget and detailed production timeline. 10 Points (Very Important)
- 9.3 Price to provide required services. 35 Points (Very Important).
- 9.4 The plan utilized the total available dollars efficiently to yield the best possible finished program. 5 Points (Important)
- 9.5 The producers' personal fees are reasonable by professional standards, and for the scope of this project. 5 Points (Important)
- 9.6 The producers and production team have relevant past experience demonstrating their capacity to succeed with this project. 15 Points (Very Important)
- 9.7 The producers have experience in creating educational content and/or working with public television. 10 Points (Very Important)
- 9.8 The proposed schedule allows sufficient time to complete each phase of the production. 5 Points (Important)
- 9.9 The producers plan to use equipment adequate to complete the project at a high degree of quality. 5 Points (Important)
- 9.10 The producers show a commitment to diversity in hiring and casting. 5 points (Important)

10. Award Criteria

- 10.1 Award will be made based on the total evaluation criteria points awarded to each offeror. The offeror who receives the highest total number of points from all evaluators shall be awarded the contract.

11. Contract Agreement

- 11.1 The successful offeror(s) shall enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit F. In no event is a vendor to submit its own standard terms and conditions in response to this solicitation. The vendor may submit exceptions to terms and conditions, listed in Exhibit F, and MPB will review requested exceptions and accept or reject the same at its sole discretion and as approved by the Mississippi Personal Service Contract Review Board.
- 11.2 The total contract shall consist of this Request for Proposal to include amendments, the response proposal submitted by the successful vendor(s), and the MPB standard contract, a sample of which is shown in Exhibit F. No other documents shall be a part of the formal contract.

12. Negotiation Delay

- 12.1 If a written contract agreement cannot be negotiated within fifteen (15) days of notification of the successful offeror, MPB may at its sole discretion at any time thereafter, terminate

negotiations with that offeror and either negotiate a contract with the next qualified offeror or choose to terminate the RFP process and not enter into a contract with any of the offerors.

13. Protest Deadline

- 13.1 Any protest by a responsive offeror must be timely and in accordance with instructions set forth in this request for proposal. The protest period for responsive offerors shall begin on the day following the issuance of the notice of intent to award contract and will end at 5:00 P.M. of the seventh day following issuance of intent to award. Protests must be written and must include the name and address of the protestor and the RFP number. It must also include a statement of grounds for protest including appropriate exhibits, and it must specify the ruling requested from MPB. The protest must be delivered to the RFP Coordinator. Protests received after the deadline will not be accepted.

14. Schedule

- 14.1 The following is a schedule of the RFP process for this invitation:

- A. Ad appears in the newspaper- April 15 and 22, 2022
- B. Proposals due – May 2, 2022
- C. Contract projected start date – May 9, 2022 (Subject to Change)

Mississippi Public Broadcasting reserves the right to amend and/or change the above schedule of events, as it deems necessary.



Alicia Harris
Chief Financial Officer

MIND IN THE MAKING

VIDEO	AUDIO	NOTES
<p>OPENING (ANIMATED):</p> <p>ONE MARSHMALLOW APPEARS.</p> <p>A SECOND MARSHMALLOW APPEARS.</p> <p>THEN COLORFUL MARSHMALLOWS RAIN DOWN, SCRAMBLE AROUND, AND FORM THE WORDS:</p> <p><i>MIND IN THE MAKING</i></p> <p>SUBHEAD TEXT APPEARS BELOW MARSHMALLOW HEADING:</p> <p><i>The Seven Essential Life SkillsEvery Child Needs</i></p> <p><i>Based on the book by Ellen Galinsky</i></p> <p>SEGMENT TITLE RISES:</p> <p>INTRODUCTION</p>	<p>(Theme music/something youthful/single-note-piano-plunking with a cheeky flourish of an ending, <u>or something simple like ABC song going from basic to skillfully enhanced</u>, just like the journey we'll go on in this piece...)</p>	

VIDEO	AUDIO	NOTES
<p>TRANSITION TO: BREE, SITTING BEHIND A DESK, ALTHOUGH WE ARE NOT YET REVEALING THAT IT'S HER CLASSROOM. SHE'S SMILING, APPROACHABLE.</p> <p>CUT TO: JAY, HOLDING A CLIPBOARD, STANDING IN AN OFFICE. WE DON'T YET KNOW THAT HE'S A SCHOOL COUNSELOR. HE'S WARM, CALM.</p> <p>ANIMATION SEGMENT: <i>Each of the seven skills is illustrated in some visual way — brought to life with animated text and/or a stick figure illustrating each concept—i.e. focusing in on a target for “focus and self-control,” making the words/images big then small for “perspective taking,” etc.</i></p> <p>RETURN TO JAY</p>	<p>BREE: The mind is an incredible thing —especially the mind of a child. Children will learn more in their first five years than in any other period of time in their life. Being able to help our kids build skills that will support them throughout their life something we wall want to do— and in <i>Mind In The Making</i>, we'll be go over specific ways to help your child thrive.</p> <p>JAY: So what are these “seven essential skills?”</p> <p>JAY (VO): Focus and Self-Control. Perspective Taking. Communicating. Making Connections. Critical Thinking. Taking on Challenges. Self-Directed, Engaged Learning</p> <p>JAY: These seven skills were identified based on a deep dive into research studies and a sweeping survey of the child development landscape. The skills themselves are practical, and don't just set out kids up for academic success, but also for success in all areas of their life.</p>	

CUT TO ARIANA.
SHE'S CUTTING
SOMETHING OUT
OF BRIGHTLY
COLORED
CONSTRUCTION
PAPER. SHE'S
DOWN TO EARTH,
RELATABLE.

CUT TO: B-ROLL
AND/OR DIRECT
SNIPPETS FROM
THE SEGMENTS
AHEAD:

- LEMONADE
STAND
- "MAGIC MACHINE"
- KIDS PLAYING
TAG
- FAMILY READING
STORIES
TOGETHER
- ETC – THE IDEAL
GOAL IS SHOW AT
LEAST ONE
MOMENT FROM
EACH OF THE 7
SEGMENTS, WHICH
WILL ALSO COVER
ALL OF THE
TALENT/REP

RETURN TO ARIANA

ARIANA: "A sweeping survey of
the child development landscape"...?
I know: yikes! Don't worry. We're
going to make this as interesting,
informative, and practical as
possible. That's the whole goal of
Mind In The Making!

ARIANA (VO): In the seven
segments, each of which will cover
one of the seven skills, you won't
just get an overview of the essential
skill in question—you'll also see
these ideas in action, and walk away
with some tangible suggestions of
activities and tactics to help build the
skills in your children.

ARIANA: We can only help our
kids when we have information we
can actually use. So that's what
you'll find here: insights into your
child's developing mind, and actions
you can take to promote that
development. We'll even have some
fun with it. Pinky swear!

CUT TO BREE

BREE: Of course, if you want an even deeper dive, you can read Ellen Galinsky's book, *Mind In The Making: The Seven Essential Life Skills Every Child Needs*, and check out [mind in the making dot org](http://mindinthemaking.org).

CUT TO JAY

JAY: Throughout these segments, we'll be excited to help you explore some tips and tricks to tap into your child's potential...

CUT TO ARIANA,
WHO HOLDS UP THE
CONSTRUCTION
PAPER ART: IT'S A
MAP.

ARIANA: ...and to keep developing our own abilities as caretakers committed to supporting our kids' growth and development. We're glad you're here to share in this journey!

CARD/CTA:

To learn more focus and self-control tips, visit
www.mindinthemaking.org

CREDITS:

Directed by _____

Produced by _____

*Teleplay by Beth Kander
based on the book by Ellen
Galinsky*

Crew info

Featuring (actors)

*With insights and information
from:*

*Mind in The Making: the
Seven Essential Life Skills
Every Child Needs
By Ellen Galinsky
(New York: Harper, 2010)*

MIND IN THE MAKING

VIDEO	AUDIO	NOTES
<p>OPENING (ANIMATED):</p> <p>ONE MARSHMALLOW APPEARS.</p> <p>A SECOND MARSHMALLOW APPEARS.</p> <p>THEN COLORFUL MARSHMALLOWS RAIN DOWN, SCRAMBLE AROUND, AND FORM THE WORDS:</p> <p><i>MIND IN THE MAKING</i></p> <p>SUBHEAD TEXT APPEARS BELOW MARSHMALLOW HEADING:</p> <p><i>The Seven Essential Life Skills Every Child Needs</i></p> <p><i>Based on the book by Ellen Galinsky</i></p> <p>SEGMENT TITLE RISES:</p> <p>PART ONE: FOCUS & SELF-CONTROL</p> <p>ANIMATION: A news-scroll at the bottom that is quickly joined by computer screens, newspaper headlines, phone alerts, a visual cacophony of information for a second or two before we hear BREE'S VO begin.</p>	<p>(Theme music/something youthful/single-note-piano-plunking with a cheeky flourish of an ending, or something simple like ABC song going from basic to skillfully enhanced, just like the journey we'll go on in this piece...)</p> <p>BREE (VO): Kids these days have a lot to process. We all do. With so much information and so many distractions, it's hard to know what really matters. So let's look at some things we can do to help our kids build the important life skill of focus and self-control, one of a number of skills that help everyone to thrive.</p>	

MIND IN THE MAKING

CUT TO: BREE,
SITTING BEHIND DESK
(NOT YET REVEALING
THAT THIS IS HER
CLASSROOM; CAN BE
SAME INT. SCHOOL
FOR ALL
NARRATORS). SHE'S
SMILING,
APPROACHABLE.

CUT TO: EXT.
NEIGHBORHOOD/
DAY

KIDS (AJ, CJ, JJ, TJ)
ARE WORKING
TOGETHER TO
BUILDA LEMONADE
STAND

ON AJ & TJ: MIXING
LEMONADE

CJ: DRAWING A
POSTER“LEMONADE
\$1!”

JJ: SETTING CHAIRS
OUT IN FRONT OF A
FOLDING TABLE,
WAVING AT
PASSING CARS

CUT TO BREE AT
HER DESK

BREE: FOCUS means the
ability to pay attention, and
SELF-CONTROL means
being able to manage emotions
and behavior to achieve what
you want to achieve.

These are core skills in what's
called executive function.
Executive function might be as
important as IQ when it comes
to long-term success – so we
really want to support our kids
in developing these skills!

(AUDIO/UNSCRIPTED:
Children mixing lemonade,
naming ingredients, spelling
out the words for the sign,
calling out ‘Lemonade for
sale!’ etc...)

BREE (VO *coming in as
unscripted audio fades*): As
we watch these kids set up
their lemonade stand, we see
so many great skills in action
– so much focus and self-
control! Activities as simple
as selling lemonade are
exactly the sort of skill-
building opportunities we'll
be talking about.

BREE: But what about when
we're trying to get our kids to
do something they're NOT
already excited about? Don't

MIND IN THE MAKING

<p>ANIMATION SEGMENT: FIRST, A TALKING HEAD ANNOUNCES THE WORDS: EXECUTIVE FUNCTION</p> <p>THEN AS BREE DESCRIBES EACH OF THE 5 ELEMENTS, the word appears AND the concept comes to life with animated text and/or a stick figure/animated kiddo illustrating each concept—i.e. focusing in on a target, sliding into a yoga pose and tapping their head for cognitive flexibility, adding MATH + MUSIC for working memory, refraining from hitting for inhibitory control...</p>	<p>worry; we'll talk about that, too. So: let's learn a little bit more about what science tells us about focus and self- control, then see what it looks like in action.</p> <p>BREE (VO): Let's step back for a moment and look at some of those executive functions of the brain. “Executive function” refers to critical cognitive skills, which include five components: 1) Focus, 2) cognitive flexibility, 3) working memory, 4) inhibitory control and 5) reflection.</p> <p>FOCUS is what we think of as “concentration” – it includes paying attention to a goal that's been set!</p> <p>COGNITIVE FLEXIBILITY is the ability to shift our attention— like when a baby looks at you when you speak, then looks at another adult when THEY speak, or when a preschooler plays imagination games with a friend and re- adjust to new ideas!</p> <p>WORKING MEMORY is—taking what we know and USING it, such as by connecting one idea to another or applying what we know to a new concept!</p> <p>INHIBITORY CONTROL is really the “self-control” part: it means being able to do the right thing, even when it's not our gut instinct—like using our</p>	
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MIND IN THE MAKING

<p>CUT TO BREE IN OFFICE, EYEBROW RAISED.</p> <p>TRANSITION TO HOME OF FAMILY 1A</p> <p>ANGELA, THE MOTHER, IS AT THE COMPUTER, HEADPHONESOVER HER EARS, ON A ZOOM CALL. SHE HAS TODDLER BOZON HER LAP AND IS MULTI-TASKING LIKE MAD. THE TV IS ON IN THE BACKGROUND. IT'S CHAOS.</p> <p>THEN ANGELA LOOKS AROUND, REMEMBERING SOMETHING, LOOKING FOR GRACIE...</p> <p>ON GRACIE, SITTING AND STARING AT THE TV.</p> <p>ON ANGELA, FRUSTRATED, NOT KNOWING WHAT TO DO.</p> <p>ON THE BLARING TV / BLANK-STARRED CHILD</p>	<p>words instead of hitting our brother.</p> <p>There's also REFLECTION, which means noticing when something doesn't work and trying to figure out why.</p> <p>BREE: So what does all this look like in the real world?</p> <p>(AUDIO/UNSCRIPTED: ANGELA on a Zoom call "Sure, that sounds good, let me run the numbers..." etc; BABY BOZ babbling; TV BLARING; husband MICHAEL calling from offscreen, etc...)</p> <p>ANGELA: Gracie? Did you finish coloring the card for GramGram?</p> <p>ANGELA: Gracie!</p>	
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MIND IN THE MAKING

<p>TV CLICKS OFF.</p> <p>AS BREE NARRATES, ANGELA HANDS THE BABY TO HUSBAND MICHAEL, TAKES OFF HER HEADSET, GETS DOWN TO GRACIE’S LEVEL, PULLS OUT THE CRAYONS AND GET-WELL CARD, STARTS COLORING WITH HER, ASKING QUESTIONS, ENGAGING...</p> <p>WORDS APPEAR:</p> <ul style="list-style-type: none">• AGE & STAGE• ASK QUESTIONS• PRAISE STRATEGIES• PLAY FOCUS & SELF-CONTROL GAMES <p>RETURN TO ANGELA & GRACIE, FINISHING THEIR PROJECT</p> <p>THEY HUG AND MAIL (AFFIX STAMP OR WRITE ADDRESS ON) THE FINISHED CARD</p>	<p>BREE (VO): Having too much going on and being distracted can be a big obstacle to focus—so one thing we can do for our kids is to take away some distractions. It’s one of the many reasons it’s a good idea to regulate screen time, and not have TV on in the background – research has shown it leads kids to be much more unfocused!</p> <p>BREE (VO): A few simple things you can do to build your child’s focus and self-control skills: be aware of their age and stage and what’s realistic as far as how long they <i>can</i> focus—preschoolers can’t pay attention for long periods of time, and that’s normal! Ask questions to keep your child interested, and make sure their task isn’t too hard or too boring for them. Praise your child’s own strategies, like finding a quiet place to read their favorite book. And play games that encourage focus and self-control, like “Simon Says,” or any games with set rules—board games and sports are great! Once they’ve mastered the rules, try adding new elements or changing the rules to further develop their skills.</p>	
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MIND IN THE MAKING

ON BREE IN HER
OFFICE

CUT TO: THE
MARSHMALLOW
TEST LAB!

OPTIONS:
UTILIZE EXISTING
MARSHMALLOW TEST
FOOTAGE FROM MITM
MODULES, OR USE THE
AJ/CJ/JJ/TJ KID COHORT
AND TWO LAB TECH
ADULTS TO ACT OUT
THE EXPERIMENT AS
DESCRIBED IN THE
VOICEOVER

BREE: A fascinating study of self-control, which is a great example of the science behind a lot of these ideas, was an experiment called “The Marshmallow Test.”

BREE (VO): The “Marshmallow Test” was an experiment designed by a psychologist, Walter Mischel.

Preschoolers were given a simple choice: they could have one small but immediate reward—one marshmallow, right away; OR if they used self-control and waited for a few minutes... they could have TWO marshmallows.

One of the most interesting things this study taught us were the ways the kids enforced their own self-control. The did things like closing their eyes, singing to themselves, and even swatting their own hand away from the marshmallow. This all helped scientists learn how to support focus and self-control—and most importantly, it shows us that we can help STRENGTHEN these skills!

MIND IN THE MAKING

<p>CUT TO BREE</p> <p>TRANSITION TO: INT. HOME OF FAMILY 1B</p> <p>ON SAMMY, PLAYING VIDEO GAMES IN THE LIVING ROOM.</p> <p>HIS GRANDMOTHER DOROTHY ENTERS. SHE HOLDS UP SAMMY’S BACKPACK.</p> <p>SAMMY DOESN’T EVER TAKE HIS EYES OFF THE GAME.</p> <p>TRANSITION TO ANIMATION / TEXT GRAPHICS LISTING EACH STRATEGY AS VO NAMES THEM:</p> <ul style="list-style-type: none">• SET YOUR CHILD UP FOR SUCCESS• CLEAR EXPECTATIONS• PROBLEM-	<p>BREE: Remember, focus and self-control will help our kids throughout their life—but you can use it to help them right now. For example, what if your student keeps putting off doing their homework?</p> <p>DOROTHY: SAMMY, HAVE YOU DONE YOUR HOMEWORK?</p> <p>SAMMY: I’LL DO IT LATER.</p> <p>BREE (VO): If this feels familiar to you, don’t worry—this is the sort of skill-building-opportunity we’re talking about!</p> <p>BREE (VO): Set your child up for success. You can start by sharing your own list of things you’re responsible for: “I’d like to read the next chapter of my book, but I know I need to make dinner first... then I can read my chapter!”</p> <p>Make expectations clear and</p>	
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MIND IN THE MAKING

<p>SOLVING</p> <ul style="list-style-type: none">• SUPPORT SOLUTIONS• USE THEIR INTERESTS	<p>share why they matter, like by saying “The reason I need you go do homework BEFORE video games is so that I have time to check it before I have to make dinner!”</p> <p>Then use a problem-solving process, where you state the issue clearly—“you get so caught up in your video games, you don’t do your homework, so let’s figure out how to solve that problem!”—and invite your child to come up with solutions WITH you. Your child might come up with great ideas like setting a timer on your phone to remind him to start his homework, putting a chart on the fridge he can check off, and so on.</p> <p>When you find a good solution together, support it! Thank him for sticking with it! Finally, find ways to use his own interests as opportunities to build focus and self-control, maybe by selecting video games that require thinking skills, and television shows that are educational.</p>	
<p>TRANSITION TO C/U OF CALENDAR WITH HOMEWORK TIMES ON FRIDGE</p> <p>WIDER SHOT TO SHOW SAMMY & HIS GRANDMOTHER HIGH-FIVING</p> <p>CUT TO SAMMY PLAYING VIDEO GAMES AGAIN, BUT IT’S A MATH-BASED GAME. SMILING DOROTHY SITS NEARBY, TUNED IN.</p>	<p>(UNSCRIPTED/OPTIONAL AUDIO OF GRANDMOTHER DOROTHY ASKING SAMMY: “So how does this game work? Explain it to me... oh that’s so neat...” as Sammy explains)</p>	

MIND IN THE MAKING

<p>TRANSITION TO: EXT. LEMONADE STAND</p> <p>THE KIDS ARE AT THE TABLE, POURING LEMONADE, TAKING \$5 BILLS, MAKING CHANGE, FLAGGING DOWN CARS, ETC...</p> <p>ON BREE IN HER OFFICE</p> <p>CARD/CTA: <i>To learn more focus and self-control tips, visit www.mindinthemaking.org</i></p> <p>CREDITS: <i>Directed by _____ Produced by _____ Teleplay by Beth Kander based on the book by Ellen Galinsky Crew info Featuring (actors)</i></p> <p><i>With insights and information from:</i></p> <p><i>Mind in The Making: the Seven Essential Life Skills Every Child Needs By Ellen Galinsky (New York: Harper, 2010)</i></p> <p><i>“Statistical Learning by 8-Month-Old Infants” by Jenny R. Saffran, Richard N. Aslin, and Elissa L. Newport (Science 274, no. 5294 (1996): 1928.)</i></p> <p><i>“Predicting Adolescent Cognitive and Self-</i></p>	<p>AUDIO/UNSCRIPTED: KIDS SELLING LEMONADE, LAUGHING, ETC.</p> <p>BREE (VO): And of course, look for those lemonade stands—the things your child loves to do that naturally help them develop focus and self-control.</p> <p>BREE: Remember, there’s no one-size-fits-all approach to skill building! You’re the one who knows your child best, and you will know whether talking through their challenges, or taking deep breaths, or creative problem-solving will help them get back on track and continue strengthening their focus and self-control.</p>	
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MIND IN THE MAKING

Regulatory Competencies from Preschool Delay of Gratification: Identifying Diagnostic Conditions” by Yuichi Shoda, Walter Mischel, and Philip K. Peake, (Developmental Psychology 26, no. 6 (1990).)

Marshmallow experiment footage—per Ellen, there’s footage of this MITM has used before that MPB could use; if used rather than filming marshmallow-lab segment with youth talent, will need citation.

MIND IN THE MAKING

MIND IN THE MAKING

VIDEO	AUDIO	NOTES
<p>OPENING (ANIMATED):</p> <p>ONE MARSHMALLOW APPEARS.</p> <p>A SECOND MARSHMALLOW APPEARS.</p> <p>THEN COLORFUL MARSHMALLOWS RAIN DOWN, SCRAMBLE AROUND, AND FORM THE WORDS:</p> <p><i>MIND IN THE MAKING</i></p> <p>SUBHEAD TEXT APPEARS BELOW MARSHMALLOW HEADING:</p> <p><i>The Seven Essential Life Skills Every Child Needs</i></p> <p><i>Based on the book by Ellen Galinsky</i></p> <p>SEGMENT TITLE RISES:</p> <p>PART TWO: PERSPECTIVE-TAKING</p> <p>ANIMATION SEGMENT: A town, which looks tiny—we pull back and see we’re getting a literal birds-eye view; then zooming in to a house, which looms large... from the perspective of a toddler looking up at it.</p>	<p>(Theme music/something youthful/single-note-piano-plunking with a cheeky flourish of an ending, or something simple like ABC song going from basic to skillfully enhanced, just like the journey we’ll go on in this piece...)</p> <p>JAY (VO): Perspective. It really makes a difference in how we see things! That’s what we’re going to spend some time learning about right now: what perspective-taking is, why it matters, and how to help our kids build this vital life skill.</p>	

MIND IN THE MAKING

CUT TO: JAY, STANDING IN FRONT OF A CHALKBOARD (BUT NOT WRITING ON IT; HE'S THE SCHOOL SOCIAL WORKER, NOT A CLASSROOM TEACHER...) JAY IS CALM, GENTLE, RADIATES "HELPFUL."

BRING UP ANIMATION SEGMENT (USED IN ALL EPISODES) W/KEY TERMS:

- **COMMUNICATING**
- **EXECUTIVE FUNCTION**
- **FOCUS**
- **COGNITIVE FLEXIBILITY**
- **INHIBITORY CONTROL**
- **REFLECTION**

CUT TO: EXT. NEIGHBORHOOD / PLAYGROUND - DAY

KIDS (AJ, CJ, JJ, TJ, AND JAVI) ARE ALL PLAYING AT THE LOCAL PLAYGROUND. ONE OF THE KIDS SUGGESTS A RACE FROM ONE END OF THE PLAYGROUND TO ANOTHER.

ON JAVI, OUR HERO KID, WINNING THE RACE, DOING A VICTORY

JAY: "Perspective" refers to our point of view—how *we* see the world; what we believe, and how that shapes our actions. Perspective-taking helps all of us interact more productively with other people.

JAY (VO): Perspective-taking is a sophisticated concept, especially for a young child. It means going beyond what *we* think and feel so we can see things how others might see them... and then taking their point of view into consideration. Children begin to develop the perspective-taking over time, but it's a skill that definitely needs to be encouraged.

(AUDIO/UNSCRIPTED: Children on a playground, playing games like Red Rover, laughing on swings, etc. For the racing part, one of the kids might say something like: "Let's see who's fastest! Race ya to the big tree!")

MIND IN THE MAKING

<p>DANCE, FIST-PUMP, HIGH-FIVING EVERY OTHER KID... EXCEPT FOR TJ.</p> <p>ON TJ, COMING IN LAST, LOOKING DISAPPOINTED.</p> <p>JAVI TURNS WHEN HE HEARS HIS MOTHER CALLING.</p> <p>CUT TO INT. CAR – 5 MINUTES LATER</p> <p>MAYA, A SINGLE MOTHER IN HER 30s, IS BUCKLING 5-YEAR-OLD JAVI INTO HIS CAR SEAT.</p> <p>WHEN MAYA POSES THE FOLLOW-UP QUESTION, JAVI PAUSES, SCRUNCHES UP HIS FACE LIKE HE’S THINKING. JAVI SORTS THROUGH HIS FEELINGS DURING JAY’S VO.</p>	<p>MAYA: JAVI!</p> <p>MAYA: Was it a fun day at the playground?</p> <p>JAVI: Yeah! We had a race and I won!</p> <p>MAYA: Was everyone having a good time?</p> <p>JAY (VO): One of the easiest ways to encourage perspective-taking is to make it part of your daily routine. Encourage kids to talk about their own feelings and thoughts. This helps them begin to recognize that their feelings might be different from what others are feeling. That’s perspective-taking – and another example of putting executive function to good use!</p>	
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MIND IN THE MAKING

<p>AFTER MAYA ASKS “WHAT MAKES YOU THINK THAT?” JAVI STARTS EXPLAINING/AD LIB “HE CAME IN LAST, NO ONE HIGH-FIVED HIM, ETC... BUT WHAT WE’RE HEARING IS THE VO, WE JUST WANT TO SEE MAYA/JAVI TALKING, ENGAGED IN THIS MOMENT.</p> <p>CUT TO: INT. FAMILY 2 A HOME / CHILD’S BEDROOM – NIGHT</p> <p>ADAM, A YOUNG FATHER, IS READING BEDTIME STORIES TO HIS DAUGHTER LUNA.</p> <p>AS HE READS, HE POINTS AT ILLUSTRATIONS, ASKS QUESTIONS; LUNA GIVES ANSWERS, AND ADAM TAKES THEM SERIOUSLY.</p> <p>CLOSE ON LUNA’S DELIGHTED FACE AS WE SEGUE INTO THE FAMILY DEMONSTRATING ASKING OPEN-ENDED QUESTIONS AND WONDERING ABOUT THE DIFFERENT CHARACTERS’ PERSPECTIVES.</p> <p>THEY ARE READING</p>	<p>JAVI: I think TJ was a little sad when he lost the race.</p> <p>MAYA (genuinely interested): Oh, yeah? What makes you think that?</p> <p>JAY (VO): Open-ended questions help kids think more deeply about the possible answers, and process what they’ve seen. We can do this in lots of different situations!</p> <p>JAY (VO): Real-life “learning moments” are one opportunity to take perspective... but we can intentionally help kids build these skills in all sorts of ways! When reading stories aloud, it’s helpful to ask kids about how the characters feel, and why they think she feels that way. Learning to see facial expressions, actions, and words as “clues” to what others are thinking paves the way for children to become skilled at perspective-taking.</p>	
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MIND IN THE MAKING

<p>“GOLDILOCKS AND THE THREE BEARS,” AND AS THEY FINISH THE STORY THEY ARE TALKING ABOUT IT.</p> <p>ON THE MOTHER, JENNA, POKING HER HEAD INTO THE ROOM.</p> <p>JENNA IMITATES A SCARED BEAR, MAKING LUNA LAUGH.</p> <p>STAY ON FAMILY PLAYING AROUND & ACTING LIKE SCARED BEARS, ROARING THEN COWERING...</p>	<p>LUNA: ... then Goldilocks was SO SCARED of the BEARS!</p> <p>ADAM: Why was she scared of the bears?</p> <p>LUNA: They have teeth and claws!</p> <p>ADAM: How do you think the bears felt about the stranger in their house?</p> <p>LUNA: Maybe they were scared, too!</p> <p>ADAM: Ooh, maybe!</p> <p>JENNA: A scared bear? What would that look like? Hmm...</p> <p>(Ad lib / fade)</p> <p>JAY(VO): Expressing feelings and thoughts through playing, acting out stories, dancing—all of these things help build perspective-taking skills. There’s a lot of thinking that goes into understanding other’s perspectives! And it’s not just in school that this learning happens—some of the most important perspective-taking</p>	
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MIND IN THE MAKING

CUT TO MAYA AND JAVI,
GETTING OUT OF THE
CAR.

lessons are learned at home.

MAYA: So if TJ felt sad because no one high-fived him, what could you do differently next time?

JAVI: I could... high five him and tell him he was still SO fast. (*Stage whisper*) But no one's as fast as me.

MAYA (*laughing, ruffling his hair*): Oh, okay, okay.

ON JAY, IN HIS OFFICE

JAY: When it comes to perspective taking, children really take their cues from the adults around them. We're the ones who help them build up their perspective-taking muscles. Science has proven this time and again.

JAY (VO): Researchers Alison Gopnik and Betty Repacholi wanted to find out just how well babies could understand and respond to others' preferences. They devised a simple test. They gave the babies bowls of crackers, and bowls of raw broccoli. Surprise, surprise: almost all the babies preferred the crackers to the broccoli.

CUT TO ANIMATION:
AS JAY DESCRIBES THE
EXPERIMENT, STICK
FIGURES WITH BOWLS OF
BROCCOLI AND
CRACKERS APPEAR,
MAKE YUCK FACES FOR
BROCCOLI, HEARTS FOR
CRACKERS, QUESTION
MARKS FLOAT AROUND
THEM WHEN THE
EXPERIMENTER SEEMS TO
PREFER RAW BROCCOLI
TO CRACKERS, ETC.

Then Gopnik would taste the same foods from the bowls... but unlike the babies, she would act totally disgusted by the crackers and delighted with the broccoli. Then she would ask the babies to give her the one that SHE liked.

MIND IN THE MAKING

ALTERNATIVE IF ANIMATION NOT DESIRED HERE: TODDLERS WITH BOWLS OF BROCCOLI AND CRACKERS, EATING, MAKING FACES OFFERING THEM DIRECTLY TO THE CAMERA.

CUT TO JAY IN HIS OFFICE

TRANSITION TO B-ROLL OF EACH OF THE FAMILIES IN THIS SEGMENT: LUNA AND HER PARENTS READING, JAVI AND MAYA IN THE CAR HAVING A

Around a year old, babies tended to give her what THEY liked—the crackers—even if she showed a preference for broccoli. But just a few months further on into their development, something changed: many of the babies have learned to give her what SHE liked! Broccoli, when she was more enthusiastic about that; crackers, in experiment scenarios where she shared the same tastes as the babies... which also confirmed they weren't just trying to give away their broccoli, they truly understood it was what someone else liked even if THEY didn't like it. This helped the researchers map out when children begin to understand that others' preferences might differ from their own... an early, important form of perspective-taking.

JAY: Throughout childhood, there are so many opportunities to promote perspective-taking. We now know how early this journey truly begins, and at every stage you can encourage your child's development. Here are a few strategies for developing good perspective-taking skills.

JAY (VO): Help children learn to **use words to express their feelings** instead of acting out physically. Support children when they need to listen to others, and **acknowledge their attentiveness to others'**

MIND IN THE MAKING

LEARNING MOMENT...

thoughts and feelings. When your child has an issue with another child, brainstorm ways to solve the conflict with adult help but not by the adult simply taking over. Ask them: *How do you think the other child feels? What makes you think that?*

RETURN TO JAY, SMILING,
IN HIS OFFICE.

JAY: Kids with perspective-taking skills are more likely to adjust well to school, understand what they are reading and writing, and to build healthy relationships with less conflict. These are just a few of the reasons starting early to encourage perspective-taking is so important. Remember, it starts with simple questions: What did the character think in this situation? Why do you think she felt that way? Do you ever feel that way? Small questions open up a big world of possibility. That's my perspective—and one we can share with our kids!

CARD/CTA:

To learn more focus and self-control tips, visit
www.mindinthemaking.org

CREDITS:

Directed by _____
Produced by _____
Teleplay by Beth Kander
based on the book by Ellen Galinsky
Crew info
Featuring (actors)

With insights and information from:

Mind in The Making: the Seven Essential Life Skills Every Child Needs
By Ellen Galinsky
(New York: Harper, 2010)

"Changing Your Views: How Understanding and Visual Perception Can Lead to a New

MIND IN THE MAKING

Theory of the Mind” by Alison Gopnik, Virginia Slaughter, and Andrew N. Meltzoff, in Children’s Early Understanding of Mind: Origins and Development, ed. Charlie Lewis and Peter Mitchell, 157-81 (Hillsdale, NJ: Lawrence Erlbaum, 1994).

“The Scientist in the Crib: What Early Learning Tells Us About The Mind” by Alison Gopnik, Andrew N. Meltzoff, and Patricia K. Kuhl. (New York: HarperCollins, 2001).

“Predicting Adolescent Cognitive and Self-Regulatory Competencies from Preschool Delay of Gratification: Identifying Diagnostic Conditions” by Yuichi Shoda, Walter Mischel, and Philip K. Peake, (Developmental Psychology 26, no. 6 (1990)).

MIND IN THE MAKING

VIDEO	AUDIO	NOTES
<p>OPENING (ANIMATED):</p> <p>ONE MARSHMALLOW APPEARS.</p> <p>A SECOND MARSHMALLOW APPEARS.</p> <p>THEN COLORFUL MARSHMALLOWS RAIN DOWN, SCRAMBLE AROUND, AND FORM THE WORDS:</p> <p><i>MIND IN THE MAKING</i></p> <p>SUBHEAD TEXT APPEARS BELOW THE MARSHMALLOW HEADING:</p> <p><i>The Seven Essential Life Skills Every Child Needs</i></p> <p><i>Based on the book by Ellen Galinsky</i></p> <p>BRING UP SEGMENT TITLE:</p> <p>PART THREE: COMMUNICATING</p> <p>ON BABY ELLIE, GOOBERING IT UP FOR THE CAMERA... JUST BABYING ALL OVER THE PLACE. CRAWLING OR TODDLING, EATING PUFFS, LIVING HER VERY BEST BABY LIFE.</p>	<p>(Theme music/something youthful/single-note-piano-plunking with a cheeky flourish ending, or something simple like ABC song going from basic to skillfully enhanced, just like the journey we'll go on in this piece...)</p> <p>ARIANA (VO): Babies. They're awfully cute. But are they good communicators? It turns out... they really are.</p>	

MIND IN THE MAKING

<p>ON ARIANA, AT THE ENTRANCE TO A SCHOOL (ALL WE NEED TO SEE AT THIS POINT IS BRICK/TOPIARY).</p> <p>CUT TO WIDER SHOT OF BABY ELLIE WITH PARENT NOW VISIBLE, TOO; PARENT IS TALKING TO HER, AD-LIBBING “PARENTESE”</p> <p>ELLIE IS SMILING, DROOLING, MAYBE TRYING TO TALK BACK, BUT DEFINITELY LISTENING, RESPONDING, BEING ENGAGED BY THIS COMMUNICATION</p> <p>TRANSITION TO ANIMATION SEGMENT- WORDS COMING OUT OF AN ANIMATED TALKING HEAD, HIGHLIGHTING KEY</p>	<p>ARIANA: Communication is one of the most important life skills. It’s something we want to encourage from day one! So let’s explore COMMUNICATING, and what it really means.</p> <p>PARENT (<i>ad lib, sing song</i>): Oh-kay, bay-bee! What should we do? Clap those hands? Clap clap clap! (etc...)</p> <p>ARIANA (VO): You know that sing-song-way many people talk to babies? There’s actually a term for it! More than one, actually. The scientific term is “infant-directed speech,” but it’s also called “parent-speak” or “parentese.” Your voice goes higher, you speak slower... and the baby responds. In fact, babies are primed to respond to us, and the results are incredible. They’re born without any words at all... and most are speaking full sentences within two years! It’s pretty amazing.</p> <p>ARIANA (VO): Communicating uses executive function skills, including</p>	
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MIND IN THE MAKING

<p>TERMS:</p> <ul style="list-style-type: none"> • COMMUNICATING • EXECUTIVE FUNCTION • FOCUS • COGNITIVE FLEXIBILITY • INHIBITORY CONTROL • REFLECTION <p>PULL BACK TO FULL STICK FIGURE, WAVING, GESTURING, MAYBE COMING UP WITH A TIN CAN/STRING SYSTEM...</p>	<p><i>paying attention, AKA “focus”; the important <i>cognitive flexibility</i> to figure out how we’ll be understood by others; and selecting what we say and how we say it can require some self-control or <i>inhibitory control</i>. Kids build their communication skills by engaging in back-and-forth exchanges. This can be through words, gestures, or using other symbols or sounds to get their meaning across.</i></p>	
<p>CUT TO ARIANA AT THE SCHOOL</p>	<p>ARIANA: Communication involves learning to make themselves understood, and to understand others. And this basic, necessary skill is the one teachers and employers feel is most lacking! So how do we encourage early communication skills... and then keep building our kids’ toolkits as they get older? Here are some easy ways to make developing communication skills part of your everyday life.</p>	
<p>INT. KITCHEN – DAY</p> <p>BABY ELLIE’S PARENT IS MAKING MUFFINS OR AREPAS OR ETC, ADDING INGREDIENTS, STIRRING,</p>	<p>AD LIB – Ellie’s parent(s) narrating as they make muffins, or arepas, or complete another household task; ideally we hear a line or two of the parent</p>	

MIND IN THE MAKING

<p>MIXING, POINTING AND REFERRING TO EACH ITEM / NARRATING AS SHE GOES</p> <p>(NOTE: IF KITCHEN IS DIFFICULT FOR ANY REASON, ANY OTHER HOUSEHOLD TASK – FOLDING LAUNDRY, SORTING THROUGH THE MAIL, ETC, CAN WORK FOR THE ACTION HERE)</p> <p>CUT TO: ARIANA AT THE SCHOOL</p> <p>CUT TO EXT. PLAYGROUND – DAY</p>	<p>narrating their own actions, perhaps one sentence in English and one in Spanish, before the ad-libbed audio fades and we transition to Ariana’s voiceover.</p> <p>ARIANA (VO): With young children, throughout the day, you can act like a sportscaster and narrate what you are doing; this helps kids connect words to their meaning. If you speak more than one language, use words in both languages, switching back and forth as it feels natural—day to day, activity to activity, or moment to moment! Knowing more than one language is an asset for kids.</p> <p>ARIANA: As kids get older, bring THEM in on the narrative action! Ask them to explain what they’re doing as they do it; to tell you about their day or what they dreamed about last night. Encourage them to act out stories or share what they remember about certain characters, or tell you about their favorite character and what makes them so special.</p>	
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MIND IN THE MAKING

<p>KIDS ON PLAYGROUND (AJ, CJ ETC, ALONG WITH HERO KID JUNE) RUNNING AROUND PLAYING KEEPAWAY, TAG, ANY GAME WHERE THEY HAVE TO RESPOND TO ONE ANOTHER</p> <p>CU ON JUNE, INTENTLY WATCHING TO SEE WHAT THE OTHERS ARE DOING, EYES WIDENING IN DELIGHT AS SHE CATCHES ON AND JOIN IN, RESPONDING APPROPRIATELY TO THE ACTION OF THE GAME. THEN SHE HEARS HER MOTHER CALLING HER.</p>	<p>ARIANA (VO): Playtime truly is learning time for kids. Sports and games where children have to respond appropriately to what others do in the game helps them to develop so many skills—including communication.</p>	
<p>EXT. PARK BENCH – MOMENTS LATER</p> <p>WANDA IS RE-APPLYING SUNSCREEN, BRUSHING JUNE’S HAIR OUT OF HER EYES, GENERALLY CHECKING IN</p>	<p>WANDA (OC): June!</p> <p>WANDA: Are you having fun?</p> <p>JUNE: Yeah but they won’t let me be “it”! I want to be “it!”</p> <p>WANDA: Did you tell them that?</p> <p>JUNE: Yeah!</p> <p>WANDA: How did you tell them?</p>	
<p>WANDA AND JUNE TALK THROUGH HOW JUNE WILL LET THE OTHER KIDS KNOW SHE WANTS TO</p>	<p>WANDA/JUNE AD LIB/FADE AS WE</p>	

MIND IN THE MAKING

<p>PLAY, SUBTLY MODELING THE LEARNING STRATEGIES ARIANA IS DESCRIBING</p> <p>EXT. PLAYGROUND – CONTINUOUS</p> <p>JUNE JOGS BACK OVER TO THE KIDS AND WE SEE HER DEMONSTRATING GIVE-AND-TAKE CONVERSATION AS SHE ASKS ONE OF THE OTHER KIDS IF SHE CAN BE “IT,” HE SAYS OKAY, AND THEY RESUME PLAYING, HAPPY SHRIEKS AND SUMMER JOY ABOUND</p> <p>CLOSE ON AL, JUNE’S BIG BROTHER, WATCHING FROM THE SIDELINES.</p> <p>HE’S MUCH OLDER THAN THE OTHER KIDS, AND HAS A CELL PHONE IN HIS HAND. HE SCROLLS THROUGH IT. A MESSAGE POPS UP.</p> <p>ON THE MESSAGE, WHICH READS:</p> <p><i>WHAT R U DOING RN?</i></p> <p>ON AL, THINKING A MOMENT BEFORE HE RESPONDS, AS WE HEAR ARIANA’S VO.</p>	<p>TRANSITION TO ARIANA VO</p> <p>ARIANA (VO): Some great communications learning strategies are to encourage your kids to think about what they want to communicate and how others will react to it—teaching them early on that communication is about WHAT we say and also HOW we say it. You can also coach children to listen to others by practicing “give and take” conversation where you show them how to take turns talking: you ask a question, they answer, they ask a question, you answer, and so on. It’s the turn-taking that builds this skill!</p> <p>ARIANA (VO): Communication has always been key to basic human survival. It’s how we connect</p>	
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MIND IN THE MAKING

<p>THEN HE STARTS TO TEXT BACK.</p> <p>AS ARIANA BEGINS HER LAST SENTENCE OF THIS VO (“IT WILL HELP THEM CONNECT...”) CAMERA LANDS ON THE SCREEN AGAIN, AND WE SEE THE MESSAGE AL JUST TYPED:</p> <p><i>SPENDING TIME W FAMILY RN. U?</i></p> <p>AL, TOO, HAS MASTERED GIVE-AND-TAKE. HE HITS SEND.</p> <p>CUT TO BABY ELLIE, BABBLING AT HER PARENT(S). THEY SMILE AT HER, COO AT HER, A TRUE BACK-AND-FORTH EXCHANGE EVEN BEFORE SHE HAS WORDS.</p> <p>FAMILY PLAYTIME CONTINUES UNDER VO, THEN INTERCUTS WITH MOMENTS FROM OTHER SCENES:</p> <ul style="list-style-type: none"> - JUNE INTERACTING EFFECTIVELY WITH OTHER KIDS ON PLAYGROUND 	<p>with one another, express our needs, keep each other safe. It’s how we give-and-take not only in conversation, but also in life. As our kids get older, this skill will help them with more than their academic or career options. It will help them connect to the world around them, and communicate their own views and values.</p> <p>AD LIB: BABY SOUNDS, PARENTESE IN RESPONSE. IDEALLY ENGLISH AND SPANISH INFANT-DIRECTED SPEECH.</p> <p>FADE AMBIENT SOUND, TRANSITION TO ARIANA VO.</p> <p>ARIANA (VO): Everyday moments give us a chance to model good communication—back-and-forth conversations, using lots of words, connecting words with actions, and making communication something natural and fun for our kids.</p> <p>ARIANA: Remember—effective communication is an incredibly important life skill. Since it’s also the one that</p>	
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MIND IN THE MAKING

<p>- AL APPROACHING HIS FAMILY, SMILING, POCKETING HIS PHONE</p> <p>THEN RETURN TO ARIANA AT THE SCHOOL</p> <p>CARD/CTA: <i>To learn more focus and self-control tips, visit www.mindinthemaking.org</i></p> <p>CREDITS: <i>Directed by _____ Produced by _____ Teleplay by Beth Kander based on the book by Ellen Galinsky Crew info Featuring (actors)</i></p> <p><i>With insights and information from:</i></p> <p><i>Mind in The Making: the Seven Essential Life Skills Every Child Needs By Ellen Galinsky (New York: Harper, 2010)</i></p> <p><i>“Speech, Language, and Developmental Change” by Patricia Kuhl in Emerging Cognitive Abilities in Early Infancy, edited by Francisco Lacerda, Claes von Hofsten, and Mikael Heimann.</i></p>	<p>teachers and employers feel is most lacking these days, that means that we have a true challenge and opportunity when it comes to supporting the children in our lives and helping them build this skill. Find more ideas for teaching communication skills to your children at mind in the making dot org.</p>	
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MIND IN THE MAKING

VIDEO	AUDIO	NOTES
<p><i>OPENING (ANIMATED):</i></p> <p>ONE MARSHMALLOW APPEARS.</p> <p>A SECOND MARSHMALLOW APPEARS.</p> <p>THEN COLORFUL MARSHMALLOW S RAIN DOWN, SCRAMBLE AROUND, AND FORM THE WORDS:</p> <p><i>MIND IN THE MAKING</i></p> <p>SUBHEAD TEXT APPEARS BELOW THE MARSHMALLOW HEADING:</p> <p><i>The Seven Essential Life Skills Every Child Needs</i></p> <p><i>Based on the book by Ellen Galinsky</i></p> <p>BRING UP SEGMENT TITLE:</p> <p><i>PART FOUR: MAKING CONNECTIONS</i></p> <p>ANIMATION SEGMENT: A dot-to-dot schematic fills the screen. A bright colored marker appears, and begins connecting the dots, which starts to form the</p>	<p>(Theme music/something youthful/single-note-piano- plunking with a cheeky flourish ending, or something simple like ABC song going from basic to skillfully enhanced, just like the journey we'll go on in this piece...)</p> <p>BREE (VO): Making connections is at the heart of learning because it's essential to the stand-for</p>	

MIND IN THE MAKING

shape of a brain. The word BRAIN appears.

When Bree says “unusual connections,” we tilt up and see a second dot-to dot above the first. This one fills in to show the shape of a thunder cloud, and a jagged streak of lightning, and the word BRAIN expands to become BRAIN STORM.

CUT TO: BREE, SITTING BEHIND A DESK, ALTHOUGH WE ARE NOT YET REVEALING THAT IT’S HER CLASSROOM. SHE’S SMILING, APPROACHABLE.

TRANSITION TO HOME OF FAMILY 1A. MICHAEL, THE

relationship—the concept that letters “stand for” sounds, and that words “stand for” objects or ideas, like this word and picture of the brain.

The skill of Making Connections is all about creating categories—figuring out what things are the same and what things are different—and connecting different ideas together. This is how we build knowledge! Making basic connections is a part of day-to-day life; making unusual connections—seeing how things go together in new and different ways—requires creativity. That creativity moves children beyond simply *knowing* information, to *using* that information effectively... and even in new ways.

BREE: All children and adults can benefit from improving their capacity to make usual *and* unusual connections—keeping us grounded in the real world while able to think creatively, too! First, we start with the basic ability to connect key things: people to objects around us, numbers to their meaning, making lots of

MIND IN THE MAKING

FATHER, IS CHOPPING
VEGETABLES/PREPARING
DINNER AS KIDS GRACIE
(5) AND BOZ (BABY, IN
HIGH CHAIR) WATCH HIM.

MICHAEL HOLDS UP
FINGERS, ENCOURAGES
COUNTING, GRACIE
SILENTLY OR AD-LIB
VERBALLY COUNTS TO
GET TO THE RIGHT
ANSWER.

GRACIE HEADS FOR THE
CUPBOARD, FAMILY
TABLE-SETTING/MEAL
PREP CONTINUES UNDER
VO...

MAYBE THERE ARE
NUMBER MAGNETS ON
THE FRIDGE AND GRACIE
SELECTS THE NUMBER
SEVEN AND MICHAEL
HIGH-FIVES HER.

TRANSITION TO: EXT.
WALKING TRAIL – DAY

DOROTHY AND HER
GRANDSON SAMMY ARE
OUT FOR A WALK.

SHE POINTS TO A BIRD; HE
POINTS TO A NEST; HE
POINTS TO A SQUIRREL;

everyday connections.

MICHAEL: Okay, so Alma
and her parents are coming
over, how many extra
plates, cups, and napkins
do we need?

GRACIE: Three!

MICHAEL: If there are
four of us plus three of
them... how many plates
and things will we need?

GRACIE: ...six, no...
seven!

MICHAEL: That's right!
Seven! Okay, grab me
enough plates for
everybody... seven plates!

BREE (VO): Meal time is
the perfect time to make
connections. You can ask
kids how many people will
be coming, and connect
that idea to how many
forks and napkins and
plates they'll need—a
direct connection of
people-to-objects. If your
child is still learning their
numbers, you can also
write out the number,
connecting the symbol for
the number to the idea of
the number!

MIND IN THE MAKING

RUNS AHEAD TO SEE
WHAT ELSE HE CAN SEE,
WAVES AND CALLS BACK
WHEN HE FINDS
SOMETHING ELSE.

CUT TO: BREE IN HER
OFFICE.

TRANSITION TO
ANIMATION SEGMENT
(REUSE/LIGHTLY REVAMP
THIS SAME SEGMENT FOR
EACH SUBSEQUENT
PARALELL SEGMENT
REITERATING EXECUTIVE
FUNCTIONS):

WORDS COMING OUT OF
AN ANIMATED TALKING
HEAD, HIGHLIGHTING KEY
TERMS:

- **MAKING
CONNECTIONS**
- **EXECUTIVE**

BREE (VO): Another great
way to make connections is
if you're out for a walk.
Ask your child to point out
three things they see... then
ask them what's similar
about them, or what makes
each one different. Keep
finding things that are alike
and things that are
different, and encouraging
your child to find the
connections and
distinctions as you go.

BREE: Making
connections is key to how
we learn. We need to be
able to connect symbols—
like letters, numbers, and
words—to the ideas that
they represent. This is
called “symbolic
representation.”

BREE (VO): It's another
life skill that utilizes a lot
of **executive functions**.

BREE (VO): Making
connections requires
calling up what you already
know—which is using our
“*working memory*”;
figuring out what's the
same and what's different,
which requires “*cognitive*

MIND IN THE MAKING

FUNCTION

- WORKING MEMORY
- COGNITIVE FLEXIBILITY
- INHIBITORY CONTROL
- REFLECTION

ON BREE, IN HER OFFICE

TRANSITION TO SCENES
OF EACH FAMILY
DEMONSTRATING WHAT
BREE DESCRIBES IN
VOICEOVER:

- SAMMY/DOROTHY:
POINTING AT A DOG,
WRITING THE WORD
“DOG”
- GRACIE/MICHAEL/
ANGELA: SORTING
TOYS INTO BIG-TOY-
PILE AND SMALL-TOY
PILE

flexibility”; and sorting
these things into categories,
which we do by using our
“inhibitory control.”

BREE: So how do we build
ALL those executive
function muscles and
develop the skill to make
connections? Here are
some fun ways to
encourage this important
learning process...

BREE (VO):

- Write down words as
your kids say them, so
they see the connection
between what they say
and written words. Spell
it out and sound it out as
you go, to build
connection and
comprehension: “D-o-g,
dog!”
- Have kids play sorting
games where they put
big things in one pile
and small things in
another pile. Then
change the rules and sort
by color.

MIND IN THE MAKING

- SAMMY / DOROTHY
EATING A SNACK,
DISCUSSING FEELINGS –
CLOSE UPS ON
GESTURING HANDS,
THOUGHTFUL
EXPRESSIONS

- GRACIE/MICHAEL/
ANGELA CLAPPING
AND SINGING,
GUESSING THE SONG

ON BREE, IN OFFICE.

SIMPLE ANIMATION
SEGMENT: BRING UP EACH
OF THE FOLLOWING
CLASSIC ILLUSION
ILLUSTRATIONS, AND
COLOR IN/HIGHLIGHT ONE
VERSION OR THE OTHER
AS BREE NARRATES...

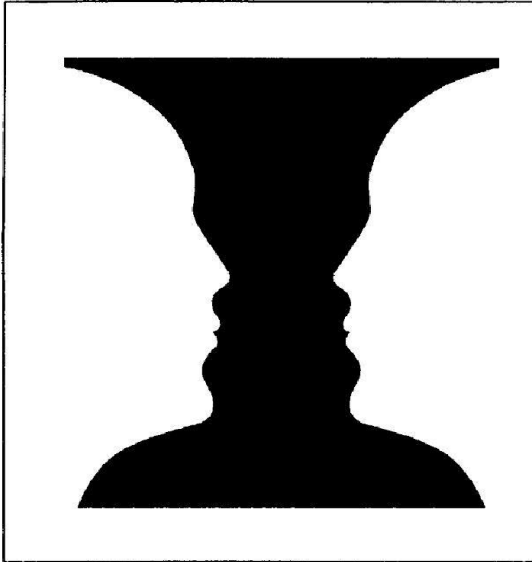
- When your child makes
a mistake, talk through it
to connect their choice
to the consequence,
consider their feelings,
and plan for better
choices next time

- Play “guess that song.”
Clap the rhythm of a
song, have your kid
guess the name of the
song!

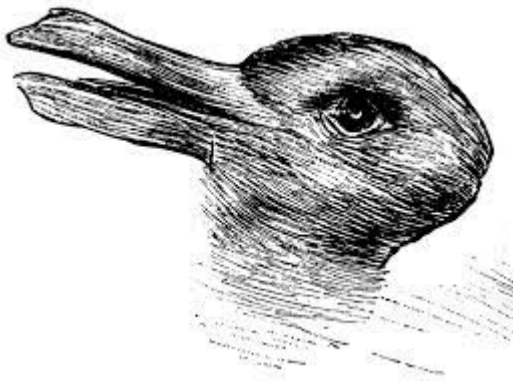
BREE: Those playful
learning strategies can really
help build a solid
connection-making
foundation. But let’s not
forget the power of
creativity, and how learning
to make unique connections
and “think differently” can
truly open a lot of doors.
How do we encourage our
children to make these
creative connections?

BREE (VO): These
illustrated illusions or
“figure-ground illusions”
can be viewed two different
ways. Do you see a vase?
Or two faces? Look
closer...

MIND IN THE MAKING



BREE (VO): The “face-vase” illusion is a very famous one, but there are a lot of look-two-ways images out there!



BREE (VO): How about the rabbit-or-duck? Kids love this one, and you can help them see both by tracing the “ears,” then tracing the “duckbill,” showing the eye, the nose that also looks like a back of the head...



BREE (VO): One of my favorites is the old-woman-and-young-woman... an image that exists as both at once, representing how throughout our

MIND IN THE MAKING

TRANSITION TO: DOROTHY AND SAMMY, LOOKING AT THESE SAME IMAGES (EITHER PRINTED AND SPREAD OUT ON A TABLE, OR ON A COMPUTER SCREEN). SAMMY IS TRACING OUT THE SHAPES WITHIN EACH IMAGE.

CUT TO BREE, IN-OFFICE.

CARD/CTA:

To learn more focus and self-control tips, visit www.mindinthemaking.org

CREDITS:

Directed by _____

Produced by _____

Teleplay by Beth Kander

based on the book by Ellen Galinsky

Crew info

Featuring (actors)

lives... we're still ourselves, old or young!

BREE (VO):
Using these image-illusions helps kids see creative possibilities and make more unique connections. It also reinforces concepts like perspective-taking: maybe YOU see the duck first, but THEY see the rabbit first!

BREE: Lots of these learning strategies to support life skills overlap in which skills they help build... and that's another great connection for us all to make. Learning leads to learning, skill-building leads to skill-building, one connection leads to many connections... and every day is an opportunity to do all of these things!

MIND IN THE MAKING

<p><i>With insights and information from:</i></p> <p><i>Mind in The Making: the Seven Essential Life Skills Every Child Needs By Ellen Galinsky (New York: Harper, 2010)</i></p>		
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MIND IN THE MAKING

VIDEO	AUDIO	NOTES
<p><i>OPENING (ANIMATED):</i></p> <p>ONE MARSHMALLOW APPEARS.</p> <p>A SECOND MARSHMALLOW APPEARS.</p> <p>THEN COLORFUL MARSHMALLOWS RAIN DOWN, SCRAMBLE AROUND, AND FORM THE WORDS:</p> <p><i>MIND IN THE MAKING</i></p> <p>SUBHEAD TEXT APPEARS BELOW THE MARSHMALLOW HEADING:</p> <p><i>The Seven Essential Life Skills Every Child Needs</i></p> <p><i>Based on the book by Ellen Galinsky</i></p> <p>BRING UP SEGMENT TITLE:</p> <p><i>PART FIVE:</i></p> <p><i>CRITICAL THINKING</i></p> <p>INT. LAB – DAY</p> <p>A GROUP OF KIDS (AJ, CJ, ETC) ARE GATHERED AROUND LAB TECH 1. THE LAB SET-UP IS SIMPLE; IT CAN BE A SCIENCE CLASSROOM, WITH A BIG TABLE IN THE MIDDLE AND A BOXY “MACHINE” ON THE TABLE.</p> <p>THE LAB TECH HOLDS UP A</p>	<p>(Theme music/something youthful/single-note-piano-plunking with a cheeky flourish ending, <u>or something simple like ABC song going from basic to skillfully enhanced</u>, just like the journey we’ll go on in this piece...)</p>	

MIND IN THE MAKING

<p>TOY HAMSTER IN A PLASTIC CAGE.</p> <p>ON THE KIDS: EXCITED, INCREDULOUS, CROWDING TO SEE.</p> <p>CLOSE ON LAB TECH 1'S HAND, LOWERING THE TOY HAMSTER INTO THE MAGIC MACHINE.</p> <p>ON AJ, EYES HUGE, WHO NODS AND PUSHES THE BIG GREEN BUTTON ON THE SIDE OF THE MAGIC MACHINE. LIGHTS FLASH!</p> <p>CLOSE ON LAB TECH 1'S HAND, REACHING BACK INTO THE MAGIC MACHINE AND PULLING OUT THE "SAME" CAGE...</p> <p>CLOSE UP ON THE LIVE HAMSTER INSIDE.</p> <p>CLOSE UP ON THE KIDS:</p>	<p>LAB TECH 1: This is a magic machine. I'm going to put this toy hamster into the magic machine, and the machine is going to turn the hamster REAL!</p> <p>(AD-LIB KIDS: Whoa / what / I want a hamster!)</p> <p>LAB TECH 1: Okay... you want to press the button?</p> <p>THERE IS A BEEP!</p> <p>LAB TECH 1: Here we go...!</p>	
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MIND IN THE MAKING

MINDS. BLOWN.

PULL BACK TO REVEAL LAB
TECH 2, TAKING NOTES AS
JAY’S VOICEOVER BEGINS.

CUT TO: JAY, STANDING IN
FRONT OF A CHALKBOARD
(BUT NOT WRITING ON IT;
HE’S THE SCHOOL SOCIAL
WORKER, NOT A
CLASSROOM TEACHER...) JAY IS CALM, GENTLE,
RADIATES “HELPFUL.”

TRANSITION TO ANIMATION
SEGMENT (SHARED ACROSS
MULTIPLE SEGMENTS WITH
SLIGHT ALTERATIONS) -
WORDS COMING OUT OF AN
ANIMATED TALKING HEAD,
HIGHLIGHTING KEY TERMS:

- **CRITICAL THINKING**
- **EXECUTIVE**

JAY (VO): Critical thinking.
It’s not an easy skill to
develop. After all, we want to
nurture trust in our kids... but
we also want to teach them
how to evaluate information,
and to realize that sometimes
what they’re told—and even
what they see—isn’t
necessarily what they should
believe.

JAY: There really have been
“magic machine”
experiments like this one,
testing the extent to which
children believed that the
transformations were really
taking place—that objects
were going from big to small,
or that toy animals could
become real. Researchers at
the University of Virginia
and the University of
Queensland found that 100
percent of four-year-olds, 88
percent of five-year-olds and
71 percent of six-year-olds
believed that the machine had
worked magic! But at age
seven, the number dropped to
33 percent. So how do we
help children learn what is
accurate and what is
inaccurate information? And
what do we really mean when
we say “critical thinking?”

JAY (VO): Critical thinking
is the ongoing process of
searching for solid, reliable
information to guide our
beliefs, decisions, and

MIND IN THE MAKING

FUNCTION

- WORKING MEMORY
- COGNITIVE FLEXIBILITY
- INHIBITORY CONTROL
- REFLECTION

actions. It's a skill we use throughout our life. Critical thinking, like all our essential life skills, involves more than one *executive function*. We need to use what we know to find information, which requires *working memory*; looking at the same information in new ways as we add to our knowledge and understanding, which requires cognitive flexibility; and not just using old information out of habit, or doing what's easiest without really thinking it through, which means we're using *inhibitory control*.

CUT TO: EXT. PLAYGROUND - DAY

KIDS (AJ, CJ, JJ, TJ, AND JAVI) ARE ALL PLAYING AT THE LOCAL PLAYGROUND. AT FIRST THEY'RE ALL PLAYING TAG, AND IT'S FINE, BUT THEN TJ SHOVES JAVI, AND JAVI FALLS TO THE GROUND.

ON JAVI, IN THE DIRT, FURIOUS.

ON TJ, SNEERING.

CUT TO: JAVI AND HIS MOTHER, MAYA, SOMETIME EARLIER – SHARING A MEAL,

JAY (VO): Critical thinking helps us to make sense of the world; it's also how we become problem solvers. Kids develop this skill over time, but it's one that needs encouragement. Fortunately, there are strategies we can use to help them build this skill, so they learn to use critical thinking... even when they're in a tough situation.

JAVI: HEY!

TJ: HEY WHAT?

JAY (VO): It's helpful to teach kids that problem

MIND IN THE MAKING

TALKING ABOUT HOW TO
HANDLE CONFLICT.

THEIR CONVERSATION IS
SERIOUS, ENGAGING.

ON JAVI'S HANDS AS HE
DEMONSTRATES FLEXING
HIS FINGERS, THEN
RELEASING THEM.

CUT TO EXT. PLAYGROUND –
EARLIER SCENE

JAVI IS STILL IN THE DIRT.
HE EXHALES.

CLOSE UP ON HIS FINGERS,
FLEXING.

JAVI GETS UP... THEN TAGS
TJ, GRINS, AND RUNS OFF.

solving is a process—and to
have a process they can
follow for solving problems.
This gives them the time and
structure to think critically
rather than react in-the-
moment.

MAYA: Okay, so sometimes
when you're upset you say or
do things you don't want to
do. I get that. So what helps
you feel calm, when you get
upset?

JAVI: Sometimes if I, like,
flex my fingers like this, I
feel better.

MAYA: Okay, good. So
that's step one. Flex your
fingers. Then decide what to
say or do next.

JAVI: You pushed me too
hard.

TJ: Oh. I didn't mean to.
Sorry.

JAVI: S'okay... YOU'RE IT.

MIND IN THE MAKING

ON JAY, AT THE
CHALKBOARD.

JAY: Using a problem-solving process we call “shared solutions” is one great way to encourage critical thinking rather than reactive behavior. Keep involving children in the process of stating problems, brainstorming possible solutions, and talking through what works and what doesn’t about each solution. Pick one to try. See if it works. If it doesn’t, withhold punishment or judgement and meet again to identify a new solution. Of course, moments of conflict aren’t the only times kids need to use critical thinking.

TRANSITION TO:
FAMILY 2A, LUNA AND
HER PARENTS

INT. BEDROOM – DAY

LUNA IS WIGGLING HER
TOE THROUGH A BIG
HOLE IN HER LITTLE
SOCK.

JENNA ENTERS, SMILING
AND SHAKING HER
HEAD.

SHE KNEELS DOWN
BESIDE LUNA AND TUGS
AT HER EXPOSED TOE.

LUNA: MAMA! Why is
there a hole in my sock?!

JAY (VO): When children
ask a question, and it’s one
they can probably figure out
the answer to—don’t give
them the answer right away!
Help them figure it out, but
let them discover it for
themselves.

JENNA: Hmmm, I wonder.
Why do YOU think you have
a hole in your sock?

JAY (VO): Letting them try
to find the answer builds their

MIND IN THE MAKING

<p>LUNA SCRUNCHES UP HER FACE, THINKING.</p> <p>THEY LAUGH AND GET A NEW PAIR OF SOCKS FROM LUNA’S DRAWER.</p> <p>ON JAY AT THE CHALKBOARD</p> <p>TRANSITION TO B-ROLL OF MOMENTS FROM THE SEGMENT/NEXT STEPS IN SOME OF THE SCENES:</p> <ul style="list-style-type: none">KIDS IN THE LAB EXAMINING THE HAMSTER IN ITS	<p>critical thinking... and sometimes their creative thinking.</p> <p>LUNA: Maybe a sock monster chomped it.</p> <p>JENNA: Maybe. Or...</p> <p>LUNA: Or maybe my toes got too big for this sock, ‘cause I’m getting bigger and bigger?</p> <p>JENNA: That’s right – YOU’RE THE SOCK MONSTER!</p> <p>JAY: Rather than solving problems for kids, helping them build tools like critical thinking will empower them to solve their own problems Questions are a great starting point. Ask things like “I wonder how we can figure that out?” If they don’t have any ideas, try to set up an experiment, or look things up in a book or online. Don’t just hand them answers; help them thing things through.</p> <p>JAY (VO): Throughout their lives, kids will be learning who and what are trusted sources of information, and how to process information</p>	
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MIND IN THE MAKING

CAGE, STARTING
TO LOOK
SUSPICIOUS

- JAVI AND TJ
TALKING THROUGH
A PROBLEM, HIGH-
FIVE'ING AT THE
PLAYGROUND

- JAVI AND MAYA
WRITING A LIST OF
WAYS TO SOLVE
PROBLEMS

- LUNA AND JENNA
MAKING SOCK
PUPPET
DETECTIVES WHO
WILL BE ABLE TO
FIND ANSWERS TO
MANY QUESTIONS

ON JAY AT THE
CHALKBOARD

CARD/CTA:

*To learn more focus and
self-control tips, visit
www.mindinthemaking.org*

CREDITS:

*Directed by _____
Produced by _____
Teleplay by Beth Kander
based on the book by Ellen
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Crew info*

on their own. We can help them to build the essential life skill of critical thinking by BEING a source of information they can trust, while also challenging them to start finding and using information on their own. To find answers to the big questions that come their way. To plan out a process ahead of time so critical thinking becomes the habit, instead of acting out.

JAY: Remember – critical thinking is an ongoing search for accurate knowledge. It's a skill we need to use every day, as adults—and modeling critical thinking is one of the greatest gifts we can give the kids in our lives.

MIND IN THE MAKING

Featuring (actors)

*With insights and information
from:*

*Mind in The Making: the Seven
Essential Life Skills Every
Child Needs
By Ellen Galinsky
(New York: Harper, 2010)*

*“Children’s Reactions to ‘Real’
Impossible Events” by Judy S.
DeLoache, Megan Bloom
Packard, and Gabrielle
Simcock*

MIND IN THE MAKING

VIDEO	AUDIO	NOTES
<p><i>OPENING (ANIMATED):</i></p> <p>ONE MARSHMALLOW APPEARS.</p> <p>A SECOND MARSHMALLOW APPEARS.</p> <p>THEN COLORFUL MARSHMALLOWS RAIN DOWN, SCRAMBLE AROUND, AND FORM THE WORDS:</p> <p><i>MIND IN THE MAKING</i></p> <p>SUBHEAD TEXT APPEARS BELOW THE MARSHMALLOW HEADING:</p> <p><i>The Seven Essential Life Skills Every Child Needs</i></p> <p><i>Based on the book by Ellen Galinsky</i></p> <p>BRING UP SEGMENT TITLE:</p> <p><i>PART SIX: TAKING ON CHALLENGES</i></p> <p>ON BABY ELLIE, LOOKING INTENTLY AT SOMETHING.</p> <p>ON THE “SOMETHING”: A TOY, ALL THE WAY ACROSS THE ROOM.</p> <p>ON BABY ELLIE, DECIDING IF SHE’LL GO TOWARD HER GOAL... OR JUST SOB.</p>	<p>(Theme music/something youthful/single-note-piano-plunking with a cheeky flourish ending, or something simple like ABC song going from basic to skillfully enhanced, just like the journey we’ll go on in this piece...)</p> <p>ARIANA (VO): We’re presented with challenges pretty much from Day One. So what do we do when something looks hard? “Taking on challenges” refers to learning to cope with stress, and choosing to</p>	

MIND IN THE MAKING

ON ARIANA, AT THE ENTRANCE TO A SCHOOL (ALL WE NEED TO SEE AT THIS POINT IS BRICK/TOPIARY).

TRANSITION TO ANIMATION SEGMENT (SAME STYLE/SLIGHT ALTERATIONS FOR MULTIPLE EPISODES) - WORDS COMING OUT OF AN ANIMATED TALKING HEAD, HIGHLIGHTING KEY TERMS:

- **TAKING ON CHALLENGES**
- **EXECUTIVE FUNCTION**
- **INHIBITORY CONTROL**
- **REFLECTION**
- **COGNITIVE FLEXIBILITY**
- **REFLECTION**

CUT TO ARIANA AT HER SCHOOL

do something even when it's hard. This is a really important skill to develop—kids who are willing to tackle challenges rather than avoid them, will do better in school and in life.

ARIANA: Taking the easy way out is tempting, but learning to take on challenges is truly an essential life skill.

ARIANA (VO): It's just a fact: life is full of stress and challenges—and that's not all bad! Challenges can help us grow. ALL of us can benefit from learning how to effectively take on challenges rather than avoid them. Like all of our other essential life skills, taking on challenges requires us to use **executive functions**, including controlling our own behavior, AKA *inhibitory control*; thinking through the situation and using *reflection* to get a better picture; and being flexible when think about possible solutions to the problem at hand, which means using *cognitive flexibility*.

ARIANA: How do we begin to help kids take on challenges? By realizing how much they look to us for cues, and clues.

MIND IN THE MAKING

TRANSITION TO: INT. LAB – DAY

BABY ELLIE IS POISED ON A VISUAL CLIFF AS THE EXPERIMENT BEGINS, HER MOTHER/PARENT WAITING AT THE OTHER END:



BABY ELLIE’S PARENT MAKES A HAPPY, ENCOURAGING FACE, SMILING, SLIGHT NOD BUT NO GESTURES OR WORDS (PER THE DESIGN OF THE EXPERIMENT).

BABY ELLIE HESITATES... THEN CRAWLS ACROSS THE VISUAL CLIFF AND INTO THE WAITING ARMS OF HER SMILING, ENCOURAGING CAREGIVER.

LAB TECHS TAKE NOTES, OBSERVING THE IMPACT OF

ARIANA (VO): In the visual cliff experiment by Joseph Campos and his team at the University of California at Berkeley, researchers wanted to set up a potentially frightening scenario (that, of course, posed no real danger to the babies in the experiment)! A large table with wooden railings and a tabletop of Plexiglass was designed so that half the table was covered with a checkered material just beneath the surface, hiding the floor below; in the middle of the table, however, there was what appeared to be a drop-off: a clear Plexiglass section—this was the “visual cliff.”

In the experiment, just before the baby would reach the visual cliff, the participating mother would either be told to make a FEAR FACE or a HAPPY FACE. This led to some incredible results: babies would crawl to the visual cliff, then stop, look at their mothers... and in response to a fear face, most babies would shake their heads no, or just stop, or retreat to the safe checkered space... but when the mothers smiled and showed no fear, the babies were much more

MIND IN THE MAKING

<p>PARENTAL DEMEANOR.</p> <p>CUT TO ARIANA AT THE SCHOOL</p> <p>TRANSITION TO: FAMILY 3B – AL (TEEN), JUNE (PRE-K), WANDA (PARENT)</p> <p>EXT. CAMPGROUND – DAY</p> <p>ON AL, TRYING TO SET UP A TENT, AND GETTING FRUSTRATED.</p> <p>ON JUNE, TRYING TO TIE HER HIKING BOOT AND GETTING FRUSTRATED.</p> <p>ON WANDA, APPROACHING AL.</p>	<p>likely to cross over to their mothers.</p> <p>ARIANA: The babies took on this challenge when their mothers encouraged them to do so—and avoided it if their mothers looked scared. First and foremost, this tells us that the young ones in our lives are truly picking up on what we’re modeling for them... so we should pay attention to what we’re encouraging, and what we’re discouraging, especially if we want our kids to learn to take on challenges.</p> <p>ARIANA (VO): One of the best things we can do for kids when it comes to building up their ability to take on challenges is to remind them that they don’t have to get things right the first time, but they do have to keep trying... and when they do need help, it’s okay to use their trusted relationships to ask for help after they’ve given it their best shot.</p>	
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MIND IN THE MAKING

<p>AT HER QUESTION, AL GIVES HER “A LOOK.”</p> <p>AL DOESN'T INITIALLY REACT, THEN WHEN WANDA IS OUT OF SIGHT, HE TAKES A DEEP BREATH (A SKILL HE LEARNED A FEW YEARS AGO...) THEN HE RELUCTANTLY RETRIEVES THE INSTRUCTIONS.</p> <p>ON WANDA, NOW APPROACHING JUNE, STILL STRUGGLING WITH HER LACE.</p> <p>JUNE POUTS, THEN TAKES A DEEP BREATH. SHE FOCUSES, GRABS HER LACE... AND TIES HER SHOE!</p> <p>WANDA AND JUNE HIGH-FIVE.</p> <p>ON AL, NEAR THE STILL UNASSEMBLED TENT, HOLDING THE INSTRUCTIONS.</p> <p>ON WANDA, SMILING.</p> <p>WANDA AND AL BEGIN</p>	<p>WANDA: How's it going over here?</p> <p>AL: ...</p> <p>WANDA: I think there are some instructions in the box over there. If you need my help, let me know—I'm going to go check on your sister.</p> <p>WANDA: Hey baby. Are you getting frustrated? Let's take a deep breath. I know keeping a good attitude really helps you get stuff done!</p> <p>AL (OC): Hey, Mom!</p> <p>AL: I think I figured out how this works... but it does take two people.</p> <p>WANDA: Happy to help.</p>	
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MIND IN THE MAKING

<p>SETTING UP THE TENT, AL GIVING DIRECTIONS, WHILE JUNE PLAYS NEARBY.</p> <p>TRANSITION TO ELLIE, TRYING TO ACHIEVE A BABY GOAL (ACTUAL TASK CAN BE BASED ON WHAT THE CHILD CAST IN THE ROLE IS CAPABLE OF ATTEMPTING: PUTTING THE RIGIHT SHAPE INTO A SHAPE-SORTER-BOX, PUSHING A BUTTON TO MAKE A MUSIC BOX PLAY, ETC.)</p> <p>ELLIE TRIES.</p> <p>FAILS.</p> <p>TRIES AGAIN.</p> <p>FAILS.</p> <p>TRIES... SUCCEEDS!</p> <p>ON THE DELIGHTED, PROUD BABY FACE.</p>	<p>(AD LIB/Audio fade as Al begins giving directions: “Okay, pick up that pole there, then we connect it over here...”)</p> <p>ARIANA (VO): It helps to teach kids early that their attitude matters, that when they’re struggling it’s important to keep learning and improving, and that they CAN ask trusted sources for help... but not to get out of doing the things they’re capable of doing! It’s also helpful to offer specific praise that aligns with the task at hand – not simply saying “good job,” but instead try something like: “I see you working hard, matching those shapes!”</p> <p>ELLIE’S PARENT: Okay, baby. I see you looking for that round shape!</p> <p>ELLIE’S PARENT: Uh-oh! You picked up the square one. So close! Where’s the round one? Try again!</p>	
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MIND IN THE MAKING

ELLIE AND PARENT START THE ACTIVITY OVER, CLAPPING AND SMILING, ENCOURAGING ALL OVER AGAIN.

CUT TO AL, JUNE, AND WANDA

EXT. NIGHT – CAMPFIRE

THEY ARE ENJOYING ROASTING S'MORES OUTSIDE THE FULLY ASSEMBLED TENT, SMILING

CUT TO ARIANA AT THE SCHOOL

ELLIE'S PARENT: Yay Ellie! You kept trying different ways till you found what works.

ARIANA (VO): It's also okay if kids don't get things right on the first try. In fact, that's an important lesson: mistakes WILL happen, and when they do, don't quit! Stick with the challenge and try again. That's a vital, lifelong lesson that we all need to keep in mind. And if our praise focuses on helping them figure out what strategies work, they will be more likely to keep trying!

ARIANA (VO): Challenges aren't something to be dreaded or avoided. They're a reality of life that follows us every step along the way, so equipping our kids with the tools they need to approach challenges with confidence and stick-to-it-iveness is really important...and when we help our kids learn to take them on, the results are really rewarding for everyone.

ARIANA (VO): Teaching these life skills is a big job, for sure... but just think of it as a challenge for US to

MIND IN THE MAKING

<p>CARD/CTA: <i>To learn more focus and self-control tips, visit</i> www.mindinthemaking.org</p> <p>CREDITS: <i>Directed by _____</i> <i>Produced by _____</i> <i>Teleplay by Beth Kander</i> <i>based on the book by Ellen Galinsky</i> <i>Crew info</i> <i>Featuring (actors)</i></p> <p><i>With insights and information from:</i></p> <p><i>Mind in The Making: the Seven Essential Life Skills Every Child Needs</i> <i>By Ellen Galinsky</i> <i>(New York: Harper, 2010)</i></p> <p><i>“The Emergence of Fear on the Visual Cliff” by Joseph J. Campos, Susan Hiatt, Douglas Ramsay, Charlotte Henderson, and Marilyn Svejda in “The development of affect.” Michael M. Lewis & Leonard Rosenblum, Editors.</i> <i>(New York: Plenum Press, 1978)</i></p>	<p>tackle head-on as caregivers!</p>	
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MIND IN THE MAKING

VIDEO	AUDIO	NOTES
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MIND IN THE MAKING

<p>LOOKING AROUND.</p> <p>ON A SQUIRREL, NEAR A TREE.</p> <p>ON JAVI, NOTICING THE SQUIRREL.</p> <p>JAVI SITS DOWN AND STARTS TAKING NOTES AND/OR ILLUSTRATING THE SQUIRREL FOR A NATURE BOOK HE'S WORKING ON...</p> <p>TRANSITION TO ANIMATION SEGMENT (SAME STYLE/MOST CONTENT AS IN EPS. 3-6) - WORDS COMING OUT OF AN ANIMATED TALKING HEAD, HIGHLIGHTING KEY TERMS:</p> <ul style="list-style-type: none">• SELF-DIRECTED, ENGAGED LEARNING• EXECUTIVE FUNCTION• INHIBITORY CONTROL• COGNITIVE FLEXIBILITY• REFLECTION	<p>BREE (VO): Kids are naturally curious. Their minds are open to possibility—and with the right encouragement, we can help their curious, creative minds develop in ways that will help them throughout their life. The life skill of “self-directed, engaged learning” is the process of kids learning how to take ownership in their own ongoing learning and education.</p> <p>BREE (VO): The skill of self-directed, engaged learning taps most directly into two key executive functions to use: <i>Inhibitory control</i>, so that rather than operating on auto-pilot we respond actively to our situation and keep working toward a goal; and <i>cognitive flexibility</i> which allows for flexibility in thinking so that we can take in new information, and learn something in a new way.</p>	
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MIND IN THE MAKING

ON BREE, IN HER CLASSROOM—IN THIS SEGMENT SHE’S MORE ACTIVE, PREPARING FOR HER STUDENTS’ ARRIVAL, HANGING DECORATIONS, ETC.

BREE: Learning is how we reach for and realize our potential. It’s something we can—and should—engage ourselves in for our whole lives. If we help our kids start early, every other life skill we’ve been teaching them will help pave the way for them to become self-directed, engaged lifelong learners.

CUT TO JAY, IN FRONT OF THE CHALKBOARD, WRITING OUT “SOCIAL EMOTIONAL LEARNING” (WE SEE HIM AS HE WRITES THE FINAL “G” AND UNDERLINES THE PHRASE)

JAY: Everything is connected. Especially when we think about self-directed, engaged learning... it’s not an “either-or” situation, where kids are either thinking or feeling. Rather it’s an interconnected process: social learning, emotional, learning, and “cognitive learning” or what we think of as “intellectual” learning can and should ALL happen together. Although there are times when learning is more cognitive, or more social, or more emotional, when children are truly engaged in learning, all three aspects are involved in the process.

CUT TO ARIANA OUTSIDE HER SCHOOL, HANGING A BANNER TO WELCOME INCOMING STUDENTS.

ARIANA: In one of our first segments, we talked about the metaphor of “lemonade stands” as something that

MIND IN THE MAKING

<p>BEGIN ILLUSTRATING EXAMPLES THROUGH IMAGES OF CHILDREN ENGAGED IN LEARNING...</p> <p>CUT TO JAVI, HIKING AND TAKING NOTES IN HIS NATURE JOURNAL</p> <p>CUT TO LUNA READING WITH ADAM (B-ROLL FROM EP. 2)</p> <p>CUT TO JAY, SETTING OUT SOME CRAFTS/NAME TAGS AND/OR OTHER “WELCOMING” MATERIALS ON A TABLE NEAR THE CHALKBOARD.</p>	<p>your child is interested in that also conveniently teaches a lot of helpful lessons. A great tool for developing self-directed, engaged learning is to encourage kids to dig deeper into something that they already love. One principle for encouraging this is “elaborating and extending” on their learning.</p> <p>ARIANA (VO): So if your child loves nature, set up a nature activity for them where they can take “field notes” and observe and learn more about what they’re already curious about. If they love to read, set aside special reading time, sign up for reading programs at the library, encourage them to try to write their own books inspired by their favorite story. Look for opportunities to take what piques their interest and nudge them into taking that interest to the next level.</p> <p>JAY: Research offers us a lot of helpful insights into how we can help our kids become lifelong learning. Another principle for promoting engaged learning is to help them build trusting relationships.</p>	
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MIND IN THE MAKING

<p>BEGIN ILLUSTRATING EXAMPLES THROUGH IMAGES OF CHILDREN DEMONSTRATING RELATIONSHIP- BUILDING...</p> <p>JUNE RUNNING AROUND WITH OTHER KIDS (EP. 3)</p> <p>ELLIE/PARENTS CLAPPING AS SHE LEARNS A NEW TRICK (EP. 6)</p> <p>SAMMY & DOROTHY WITH ILLUSION-IMAGES (EP 4)</p> <p>JAVI HIGH-FIVE'ING HIS FRIEND (EP. 5)</p> <p>AL, WANDA, JUNE WITH S'MORES (EP. 6)</p> <p>ANGIE, MICHAEL, GRACIE, & BOZ LAUGHING (EP. 1)</p>	<p>JAY (VO): Research has found that the social brain is the gateway for learning. People learn from one another; the trusting relationships we establish are also the ones that will support us when we pursue our own self-directed learning, and encourage our interests. That's something we should always be doing for our kids.</p> <p>ARIANA (VO): Goals are also helpful. Another principle for promoting engaged learning is to help children set their own goals, then be their cheerleader—and check-in-partner!—as they work toward those goals. Celebrate their milestones and achievements when they reach the goals they set. Personal goal-setting is key to engaged, self-directed learning.</p> <p>BREE (VO): Try to involve kids in learning in ways that tap in to their social, emotional, and cognitive capabilities—that's really demonstrating engaged learning—when kids are engaged, that's when they are really learning.</p>	
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MIND IN THE MAKING

TRANSITION TO: INT.
FAMILY 1A HOME –
GRACIE’S BEDROOM -
DAY

GRACIE IS SITTING ALONE, DRAWING A PICTURE WITH BRIGHTLY COLORED CRAYONS. SHE IS SITTING IN A CORNER DESIGNED TO BE HER “DRAWING NOOK” – NOTHING FANCY, BUT THERE IS A SMALL TABLE, CHAIR, AND HER OWN BOX OF CRAYONS.

AFTER A MOMENT, HER FATHER MICHAEL POKES HIS HEAD IN.

MICHAEL LEAVES.

GRACIE KEEPS DRAWING.

(AUDIO – CLASSICAL MUSIC PLAYING IN BACKGROUND FOR A MOMENT AS GRACIE DRAWS, FADES AS DIALOG BEGINS)

MICHAEL: You still happy drawing in your drawing spot?

GRACIE: Yeah. I’m drawing a time machine.

MICHAEL: Ooh, cool. Do you want to show me now, or when you’re done?

GRACIE: When I’m done.

MICHAEL: Okay.

BREE (VO): Children learn best when they feel safe, welcome, and that they belong. Creating safe spaces where children can learn and where we build on their strengths, rather than focusing on their weaknesses, is really productive. It doesn’t need to

MIND IN THE MAKING

<p>CUT TO BREE, IN HER FULLY DECORATED CLASSROOM, READY TO WELCOME CHILDREN.</p> <p>CUT TO JAY, WELCOME MATERIALS AND CHALKBOARD PREPARED, READY TO WELCOME KIDS AND THEIR FAMILIES.</p> <p>CUT TO ARIANA AT THE ENTRANCE OF THE SCHOOL, THE FIRST WELCOMING FACE EVERYONE WILL SEE, SMILING BENEATH A BIG “WELCOME NEW FAMILIES” BANNER.</p> <p>TRANSITION TO B-ROLL OF EACH EDUCATOR WELCOMING KIDS AND THEIR FAMILIES INTO THE SCHOOL(S) – KIDS/FAMILY UNITS CAN BE ASSIGNED BASED ON WHICH ACTORS ARE GEOGRAPHICALLY CONVENIENT.</p> <p>SCENES SHOULD INCLUDE THINGS LIKE:</p>	<p>be anything fancy—and it can definitely be space you carve out in your own home.</p> <p>BREE: It’s also something we want to encourage in our schools and all the places we welcome children.</p> <p>JAY: Because lifelong learning starts with establishing a love of learning.</p> <p>ARIANA: And because creating a community of learners is an important principle of encouraging self-directed, engaged learning when kids know they have a community of learners they can come back to, safely share mistakes with, and learn alongside.</p>	
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MIND IN THE MAKING

<ul style="list-style-type: none">• KIDS BEING INTRODUCED TO EACH OTHER• EDUCATORS (BREE, JAY, ARIANA) WELCOMING PARENTS• EDUCATORS WELCOMING KIDS• PARENTS MEETING OTHER PARENTS• JAY POINTING TO “SOCIAL EMOTIONAL LEARNING” ON THE CHALKBOARD, EXPLAINING THE CONCEPT AS PARENTS NOD• ARIANA CLAPPING BENEATH THE “WELCOME NEW FAMILIES” BANNER• BREE HIGH-FIVE’ING A SHY STUDENT AS THEY GET MORE COMFORTABLE IN HER CLASSROOM	<p>BREE (VO): The life skill of Self-Directed, Engaged Learning is just as important as the other seven essential life skills: Focus and Self-Control; Perspective Taking; Communicating; Making Connections; Critical Thinking; and Taking on Challenges.</p> <p>ARIANA (VO): If we can help the children in our lives develop all seven of these life skills, they’ll be prepared for success not only in school, but also in every other area of their life. They’ll thrive NOW and in the future. That’s the real goal here: not to push kids to get better grades or become valedictorian, but to encourage them to build the skills they need to learn in a community and on their own; to see the connection between learning and living happy, productive, meaningful lives.</p> <p>JAY (VO): If we can help our children do those things, we know that we, too, are engaged in the lifelong process of building skills and deepening connections, and that’s good for everyone. We can also model for them our own lifelong commitment to learning, by pursuing our own interests and always asking questions and engaging with the world</p>	
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MIND IN THE MAKING

ON BREE AT THE
SCHOOL, DIRECT
ADDRESS TO THE
CAMERA FOR THE
CLOSING MESSAGE.

CARD/CTA:

*To learn more focus and self-
control tips, visit*

www.mindinthemaking.org

CREDITS:

Directed by _____

Produced by _____

Teleplay by Beth Kander

based on the book by Ellen

Galinsky

Crew info

Featuring (actors)

*With insights and information
from:*

*Mind in The Making: the Seven
Essential Life Skills Every Child
Needs*

By Ellen Galinsky

(New York: Harper, 2010)

around us!

BREE: So here's to
everyone committed to
helping develop these
amazing, potential-filled,
absolutely exciting and
endlessly interesting minds
in the making.

MIND IN THE MAKING – CASTING

MS. BREE (TEACHER 1) – F, 30s/40s, warm, relatable, engaging.

MR. JAY (TEACHER 2) – M, 30s/40s, calming, helpful, gentle.

MS. ARIANA (TEACHER 3) – F, 20s/30s, youthful, assured, energetic.

Note: These actors function as narrators for the piece and are the biggest roles; they then (surprise!) appear as teachers in the final “Welcome to Kindergarten” classroom scenes. There should be diversity in the casting; preferably three different ethnicities, ensuring representation and welcoming a wide audience.

FAMILY 1A – ANGELA (mother), MICHAEL (father), GRACIE (5-6), BOZ (toddler)

FAMILY 1B – DOROTHY (grandmother) and SAMMY (grandchild, age 6-8)

FAMILY 2A – ADAM (father), JENNA (mother), LUNA (toddler)

FAMILY 2B – MAYA (single mom), JAVI (kindergartener)

FAMILY 3A – WANDA (mother), AL (older child, 8-12), JUNE (kindergartner)

FAMILY 3B—BABY ELLIE (baby), FLEXIBLE CASTING IN PARENT(S)

KIDS IN THE LAB / PLAYGROUP KIDS – AJ, CJ, JJ, and TJ, all ages 4-6, diversity important! These kids appear in multiple segments.

LAB TECH 1 – Flexible casting, nonspeaking role

LAB TECH 2 – Flexible casting, nonspeaking role

(TBD / OPTIONAL EXTRAS in classroom scene at end, as customers at lemonade stand, etc; planning to keep the other segments in single-family-environments)

Note: There should be diversity in the casting of all characters; preferably three different ethnicities and/or one interracial family, ensuring representation and welcoming a wide audience. These are all minimal lines or nonspeaking roles, but with significant actions/acting.

CASTING BREAKDOWN BY SEGMENT

INTRODUCTION

- BREE
- JAY
- ARIANA
- Will pull content from other segments for b-roll

SEGMENT 1

- BREE
- FAMILY 1A – ANGELA, MICHAEL, GRACIE, BOZ
- FAMILY 1B – DOROTHY and SAMMY
- KIDS IN THE LAB / PLAYGROUP KIDS – AJ, CJ, JJ, and TJ

SEGMENT 2

- JAY
- FAMILY 2A – ADAM, JENNA, LUNA
- FAMILY 2B – MAYA, JAVI
- KIDS IN THE LAB / PLAYGROUP KIDS – AJ, CJ, JJ, and TJ

SEGMENT 3

- ARIANA
- FAMILY 3A – GINA, AL, JUNE
- FAMILY 3B—BABY ELLIE, PARENT(S)
- KIDS IN THE LAB / PLAYGROUP KIDS – AJ, CJ, JJ, and TJ

SEGMENT 4

- BREE
- FAMILY 1A – ANGELA, MICHAEL, GRACIE, BOZ
- FAMILY 1B – DOROTHY and SAMMY
- KIDS IN THE LAB / PLAYGROUP KIDS – AJ, CJ, JJ, and TJ

SEGMENT 5

- JAY
- FAMILY 2A – ADAM, JENNA, LUNA
- FAMILY 2B – MAYA, JAVI
- KIDS IN THE LAB / PLAYGROUP KIDS – AJ, CJ, JJ, and TJ
- LAB TECHS 1 & 2

SEGMENT 6

- ARIANA
- FAMILY 3A – WANDA, AL, JUNE
- FAMILY 3B—BABY ELLIE, PARENT(S)
- LAB TECHS 1 & 2

SEGMENT 7

- EVERYONE EXCEPT FOR THE LAB TECHS... BUT SOME OF THIS CONTENT CAN BE B-ROLL FROM OTHER SEGMENTS!

MIND IN THE MAKING – LOCATIONS

CLASSROOM/INT. SCHOOL – this can be a slightly-different-desk-dressing but otherwise same location for all 3 narrators

EXT. SCHOOL – entrance of same school used for classrooms can likely be used for exterior school shots

EXT. NEIGHBORHOOD – one big park with fields/playground can likely serve as the sole location for all green-highlighted ext. neighborhood scenes

LAB – appears in multiple segments, can be the same lab each time

FAMILIES “A” – interior home, using different rooms could also make this another family’s house

FAMILIES “B” – interior home, using different rooms could also make this another family’s house

CERTIFICATIONS AND ASSURANCES

I/We make the following certifications and assurances as a required element of the offer to which it is attached, understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):
YOU MUST CIRCLE THE CORRECT WORDS IN ALL LINES.

01. Representation Regarding Contingent Fees. The contractor represents that it **has/has not (Circle One)** retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, or contingent fee, except as disclosed in the contractor's proposal.
02. Representation Regarding Gratuities. The bidder, offeror, or contractor represents that it **has/has not (Circle One)** violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.
03. Certification of Independent Price Determination. The offeror certifies that the prices submitted in response to the solicitation **have/have not (Circle One)** been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit an offer, or the methods or factors used to calculate the prices offered.
04. Prospective Contractor's Representation Regarding Contingent Fees. The prospective contractor represents as a part of such contractor's offer that such contractor **has/has not (Circle One)** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
05. Certification of Non-Debarment. By submitting a offer, the offeror certifies that it **is/is not (Circle One)** currently debarred from submitting offers for contracts issued by an political subdivision or agency of Mississippi and that it is not an agent of a person or entity that is currently debarred form submitting offers for contracts issued by any political subdivision or agency of the State of Mississippi.
06. Acknowledgement of Amendments. The offeror **has/has not (Circle One)** acknowledged receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by Mississippi Public Broadcasting by the time and at the place specified for receipt of bids.

Signature of Offeror: _____

Title: _____

Date: _____

NOTE: IT IS MANDATORY THAT THIS PAGE BE SIGNED AND RETURNED WITH PROPOSAL

VIDEO PRODUCTION PROPOSAL PRICING FORM

RFP: 3180001731 / 3120002411

TOTAL PRODUCTION COSTS: \$ _____

ACKNOWLEDGEMENT OF AMENDMENTS: Offerors shall acknowledge the receipts of amendments by placing an "X" by each amendment number received:

Amendment No. 1 _____

Amendment No. 2 _____

Amendment No. 3 _____

Amendment No. 4 _____

Name of Company _____ Telephone _____

Address _____

City/State/Zip Code _____

Authorized Binding Signature _____

Title _____ Email Address _____

Date _____

We submit the above prices and agree to initiate services within _____ calendar days from receipt of notice to proceed. Unless notified to the contrary, this offer is good for a minimum of 60 days from the date of the initial proposal opening. In submitting the above, it is expressly agreed that, upon proper acceptance of any and all services by Mississippi Public Broadcasting, a contract shall hereby be created only after a written executed contract agreement is mailed or otherwise furnished to the successful offeror within the time of acceptance specified above without further action by either party. The contract shall not be assignable by the offeror in whole or part without the written consent of Mississippi Public Broadcasting.

VIDEO PRODUCTION SERVICES EVALUATION FORM

RFP: 3180001731 / 3120002411

VENDOR NUMBER: _____

Step 1: The proposal meets the minimum evaluation criteria and is approved for further consideration.

Yes: _____ No: _____ Rating: _____

Comments: _____

Step 2: Rate the criteria below using the scale of 0 to 35.

Criteria	Maximum Score	Actual Score	Comments
Ability to demonstrate a clear understanding and grasp of the project objectives.	5		
The plan includes a detailed line-item budget and detailed production timeline.	10		
Price to provide required services.	35		
The plan utilized the total available dollars efficiently to yield the best possible finished program.	5		
The producers' personal fees are reasonable by professional standards, and for the scope of this project.	5		
The producers and production team have relevant past experience demonstrating their capacity to succeed with this project.	15		
The producers have experience in creating educational content and/or working with public television.	10		
The proposed schedule allows sufficient time to complete each phase of the production.	5		
The producers plan to use equipment adequate to complete the project at a high degree of quality.	5		
The producers show a commitment to diversity in hiring and casting.	5		

Max: 100

Total Score

Points

Score:

Evaluator's Signature: _____

Job Title: _____

Date: _____



MISSISSIPPI AUTHORITY FOR EDUCATIONAL TELEVISION INDEPENDENT CONTRACTOR AGREEMENT

1. **Parties.** This contract is made in the County of Hinds, State of Mississippi by and between the MISSISSIPPI AUTHORITY FOR EDUCATIONAL TELEVISION, d/b/a/ Mississippi Public Broadcasting, Jackson, Mississippi, an agency of the State of Mississippi, (hereinafter referred to as MAET) whose mailing address is 3825 Ridgewood Road; Jackson, MS 39211, and **[INSERT NAME OF IC]** (hereinafter referred to as INDEPENDENT CONTRACTOR).

2. **Specified Services.** MAET hereby contracts with INDEPENDENT CONTRACTOR to perform the following Specified Services, to wit:

INSERT SCOPE OF SERVICES

Best Efforts. INDEPENDENT CONTRACTOR shall devote his or her full time, attention, and energy to the performance of his services hereunder. INDEPENDENT CONTRACTOR shall perform the same conscientiously and to the full limit of his or her ability at all times. INDEPENDENT CONTRACTOR shall promptly and faithfully comply with all the instructions, directions, requests, rules and regulations of MAET in connection therewith.

Services Exclusivity. The INDEPENDENT CONTRACTOR shall render the services specified hereunder solely and exclusively for MAET throughout the term hereof.

Use of Name and Likeness

i. As applicable, MAET shall have the right during the term hereof to use INDEPENDENT CONTRACTOR'S name, voice and likeness for advertising and promoting the program under which he has rendered services to MAET;

ii. The right to use the same in connection with the program after the termination of this Contract shall survive in perpetuity any term outlined in this Contract; and

iii. The use hereinabove referred shall not, without INDEPENDENT CONTRACTOR'S written consent, include the use of his or her name, voice, or likeness for

_____Initials

general commercial purposes, such as the advertising or promotion of a product or service, outside of those created by MAET, by way of endorsement or otherwise.

Promotional Use of the Program. During the production of the program, INDEPENDENT CONTRACTOR may be in a position to further promote his or her association with the program through the use of social media or other means. Any use of still photography, edited segments, “behind-the-scenes” information, or other media for promotion on personal social media accounts, websites, or by word of mouth is hereby granted a limited non-exclusive license to do so, provided that no aforementioned material may be used in a defamatory manner or in any way which infringes upon the rights of MAET or any person.

INDEPENDENT CONTRACTOR hereby agrees to perform the Specified Services herein described in Section 2 above in a good, timely, workmanlike and artistic manner in accordance with trade standards; agrees to refrain from the use of alcohol and/or the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while either engaged in the performance of the Specified Services herein described or on the site where such services are to be performed; warrants that he/she is able to and will perform such Specified Services in a manner acceptable to MAET; and agrees to make all additions, deletions and/or changes that may be required by MAET, as a condition precedent to the acceptance of such Specified Services by MAET.

3. **Period of Performance.** INDEPENDENT CONTRACTOR shall undertake and complete performance of the Specified Services referred to in Section 2 hereof, within the period of **INSERT PERIOD OF PERFORMANCE**

4. **Consideration and Method of Payment.** As full consideration for the Specified Services, the sufficiency of which is hereby acknowledged, to be performed under this Contract as herein described in Section 2, and for all rights, properties, and privileges vested in MAET by the terms of this Contract, including the release on MAET, its assigns, agents, licensees, affiliates, clients and principals, representatives and successors from any liability for any releases granted by the terms of this Contract in perpetuity, MAET agrees to pay INDEPENDENT CONTRACTOR an amount not to exceed **[INSERT PAYMENT AMOUNT]**

The method of payment shall follow state purchasing procedures and the submission of an invoice. For any request for funds to be processed, MAET must receive an invoice reflecting actual work performed, dates, times, and locations of performance as required in the Specified Services outlined in this Contract. MAET shall process the invoice in its normal course and procedure of business and, if the invoice is found to be in order, shall cause payment thereon to be made within a reasonable time to the INDEPENDENT CONTRACTOR

5. **Paymode.** Payments by state agencies using the State’s accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of INDEPENDENT CONTRACTOR’s choice. The State may, at its sole discretion, require INDEPENDENT CONTRACTOR to electronically submit invoices and supporting documentation at any time during the term of this Agreement. INDEPENDENT

CONTRACTOR understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

INDEPENDENT CONTRACTOR agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MAET agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated 37-7-301, *et seq.*, which general provides for payment of undisputed amounts by MAET within forty-five (45) days of receipt of invoice.

6. **Independent Contractor Status.** INDEPENDENT CONTRACTOR shall, at all times, be regarded as and shall be legally considered an Independent Contractor. Nothing contained herein shall be deemed or construed by MAET, State of Mississippi, the Independent Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between MAET and the Independent Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MAET or the Independent Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of MAET and the Independent Contractor. Independent Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MAET and MAET shall be at no time legally responsible for any negligence or other wrongdoing by the Independent Contractor, its servants, agents, or employees.

7. **Federal and State Income Taxes.** INDEPENDENT CONTRACTOR assumes all responsibility for reporting any earnings to Federal and State authorities where required by law and paying such taxes as may be required thereon. MAET shall not withhold from the contract payments to the INDEPENDENT CONTRACTOR any federal or State unemployment taxes, federal or State income taxes, Social Security tax, or any other amounts for benefits to the Independent Contractor. Further, MAET shall not provide to the Independent Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State for its employees.

8. **Availability of Funds.** It is expressly understood and agreed that the obligation of MAET to proceed under this Contract is conditioned upon the availability of sufficient funds through the appropriation of funds by the Mississippi State Legislature or the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Contract are, at any time, not forthcoming or are, in the sole opinion of MAET, insufficient to meet the obligations of this Contract, MAET shall have the right upon five (5) working day's written notice to the INDEPENDENT CONTRACTOR, to terminate this Contract without damage, penalty, cost or expenses to MAET of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

9. **Representation Regarding Contingent Fees and Gratuities.** INDEPENDENT CONTRACTOR represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi

____Initials

10. **Authority to Contract.** INDEPENDENT CONTRACTOR warrants (i) that he/she/it is a validly organized business or that it is an individual over the age of 18 years with full power and valid authority to enter into this Contract; (ii) that it/he/she is qualified to do business and in good standing in the State of Mississippi; (iii) that entry into and performance under this Contract is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (iv) notwithstanding any other provision of this Contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Contract.

11. **Ownership of Documents, Work Papers, Products, Deliverables.**

A. INDEPENDENT CONTRACTOR agrees that all b-roll, film, scripts and/or work products created, devised, or produced under, or in the performance of, this Contract shall be and are the exclusive property of MAET, in perpetuity. Independent Contractor further agrees that all material and completed documents which he may write, prepare or submit under this Contract shall be the sole property of MAET and all work completed shall be considered as a work made for hire. Should INDEPENDENT CONTRACTOR's contribution under this Contract be determined to not be a work made for hire, INDEPENDENT CONTRACTOR hereby assigns, transfers and conveys, for no additional consideration, all rights to MAET exclusively, worldwide and in perpetuity.

B. INDEPENDENT CONTRACTOR hereby gives to MAET in perpetuity, its assigns, agents, licensees, affiliates, clients, and principals, and successors, the absolute and irrevocable right and permission to copyright, trademark or otherwise register any work product, and use, exhibit, display, print, publish, broadcast, televise, reproduce, sell and distribute, for any lawful purpose, in whole or in part, through any media, including but not limited to broadcast or cablecast film, videotape, or any other similar mechanical or electronic method such as multi-streaming via the Internet or other on-line technology services that exist today or which may be created in the future, any and all photographs, photographic negatives, motion picture films and/or video tapes, video discs, audio tapes, audio discs, prints of every kind and nature, and illustrations, pictures, designs, paintings, and drawings of every kind and nature, containing INDEPENDENT CONTRACTOR's likeness and/or voice and wherein INDEPENDENT CONTRACTOR appeared and/or participated as an actor, model, performer, writer, videographer, editor or otherwise in connection with this Contract. This absolute right and permission is given to MAET by INDEPENDENT CONTRACTOR without inspection or further consent or approval by INDEPENDENT CONTRACTOR of the finished product or of the use to which it may be applied.

C. **Warranty of Original Material.** Independent Contractor represents and warrants that he shall be the sole author of said materials created under this Contract, that he at present shall be the sole owner of all right, title and interest in and to said material created on behalf of MAET; that created material to this Contract shall not be copied in whole or in part from any other work; that Independent Contractor has the unconditional right and authority to submit and/or convey said material to MAET upon the terms and conditions set forth herein; and that Independent Contractor

has not adapted the material from any other source and created material does not infringe upon any common law or statutory rights of copyright that may be held by a third party.

D. The warranties, covenants and indemnities set forth herein under this Section, shall survive any term or termination of this Contract and continue in perpetuity unless terminated by the mutual consent of the parties, reflected in writing.

12. **Applicable Law.** The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. INDEPENDENT CONTRACTOR shall comply with applicable federal, state, and local laws and regulations.

The contract shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

INDEPENDENT CONTRACTOR understands that Mississippi and MAET is an Equal Employment Opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based upon race, color, creed, sex, age, national origin, physical handicap, disability, genetic information or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and INDEPENDENT CONTRACTOR agrees during the term of this that the INDEPENDENT CONTRACTOR will strictly adhere to this policy in its employment practices and provision of services. The INDEPENDENT CONTRACTOR shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi and local laws and regulations, as now existing and as may be amended or modified.

13. **Release of Liability.** INDEPENDENT CONTRACTOR hereby expressly releases MAET, its assigns, agents, licensees, affiliates, clients and principals, representatives and successors from any liability resulting from any and all privacy, defamation or other claims, demands, injuries, damages and losses of whatsoever nature and character alleged to be caused by or arising out of, directly or indirectly, the matters, acts, circumstances and participation covered by this Contract.

14. **Transparency.** This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. *See* Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

_____Initials

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

15. Termination for convenience.

(1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

16. Termination for Default

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified

the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

17. Termination upon Bankruptcy

This contract may be terminated in whole or in part by MAET upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

18. Stop Work Order.

(1) *Order to Stop Work:* The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause.

Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:

- (a) cancel the stop work order; or,

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(b) terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

(2) *Cancellation or Expiration of the Order*: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,

(b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) *Termination of Stopped Work*: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

(4) *Adjustments of Price*: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

19. **Anti-Assignment/Subcontracting.** Subject to Section 2 of this Contract, INDEPENDENT CONTRACTOR acknowledges that he/she/it was selected by MAET to perform the Specified Services based, in part, upon INDEPENDENT CONTRACTOR'S special skills and expertise. INDEPENDENT CONTRACTOR shall not assign, subcontract or otherwise transfer this Contract in whole or in part without the prior written consent of MAET, which MAET may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MAET of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of MAET in addition to the total fixed price agreed upon in the agreement. Subcontractors shall be subject to the terms and conditions of this Contract and to any conditions of approval that MAET may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.

20. **Failure to Enforce.** Failure by MAET at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of MAET to enforce any provision at any time in accordance with its terms.

21. **Warranty of Legal Status.** Independent Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act *Section 71-11-1, et seq of the Mississippi Code Annotated (Supp. 2008)* and will register and participate in the status

verification system for all NEWLY HIRED independent contract workers. The term “Employee” as used here means any person that is hired to perform work within the State of Mississippi. As used herein “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-verify program. Independent Contractor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Independent Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Independent Contractor understands and agrees that any breach of these warranties may subject Independent Contractor to the following: (a) termination of this Contract and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or (b) the loss of any license, permit, certification, or any other document granted to Independent Contractor by an Agency, department of governmental entity for the right to do business in Mississippi for up to one (1) year; or (c) both. In the event of such termination/cancellation, Independent Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

22. **Integrated Agreement.** This Contract, including all incorporated documents, represents the entire and integrated agreement between MAET and the INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Contract may be altered, amended, or modified only by a written document executed by MAET and the INDEPENDENT CONTRACTOR under the laws of the State of Mississippi. The INDEPENDENT CONTRACTOR acknowledges that it has thoroughly read all Contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Contract shall not be construed or interpreted in favor of or against MAET or the INDEPENDENT CONTRACTOR on the basis of draftsmanship or preparation thereof.

23. **Headings.** The headings used concerning the clauses and subclauses of this Agreement are inserted only for reference. Such headings shall not be deemed to govern, limit, modify or affect the scope, meaning or intent of the provisions of this Contract or any part of it; nor shall such captions otherwise be given any legal effect.

24. **Approval Clause.** It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

25. **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Contract.

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THIS AGREEMENT is hereby acknowledged, and the terms of this Contract are accepted as evidenced by the signatures of authorized persons as set forth below:

Independent Contractor:

Print Name	Signature	Date
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For Mississippi Authority for Educational Television:

Executive Director

Print Name	Signature	Date
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